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The Solicitors' Journal.

LONDON, DECEMBER 14, 1867.

IN TO-DAY'S issue of the *Weekly Reporter* will be found a report of *Rensman* v. *Fryer*, the case in which Lord Chelmsford, by judgment delivered on the 3rd ult., reversed Vice-Chancellor Kindersleys decision that since the Wills Act a residuary devise of realty is no longer to be regarded as specific. We do not now comment on the point involved, but without expressing any opinion on the decision of either judge, we cannot but think that this case affords an instance of the unsatisfactoriness of an appeal from one judge to one judge.

WE PRINT elsewhere an important judgment recently delivered by Mr. Welford, judge of the Birmingham County Court. It appears to us to be at variance with some of the most recent authorities in the superior courts. The question for decision was whether the commitment of a defendant under the County Court Acts for non-payment of a sum of money due under a judgment in the county court, is a "process against the debtor's person" within the meaning of the Bankruptcy Act, 1861, s. 198. The learned judge held that it was not, on the ground that the commitment is by way of punishment for contempt of court. The facts of the case are not fully stated in the judgment, but it appears to have been one in which judgment by default had been signed in an action on a bill of exchange, and *afterwards* the defendant had duly executed and caused to be registered a deed of arrangement. He was, we may assume, actually committed for non-payment of the sum due on the judgment before the execution and registration of the deed; but this point, in Mr. Welford's view, is immaterial, as he considers the critical moment to be the date of the judgment and not that of the commitment. "I am of opinion," he says, "that after a judgment has been obtained in the County Court under the Bills of Exchange Act, the defendant is liable to be committed on a judgment summons for non-payment of the amount of the judgment and costs, notwithstanding the subsequent execution by the defendant of a registered deed under the 192nd section of the Bankruptcy Act, 1861." If this be law, the plaintiff in an action on a bill of exchange is in a far more favourable position in a county court than he would be in a superior court. In the latter case, although he may have recovered judgment in the action on the bill, and actually have arrested the defendant on a *ca. sa.* before the execution of a deed by the defendant, the defendant is, nevertheless, entitled to his discharge. Such was the decision in *Marks* v. *Hall*, 15 W. R. 155, L. R. 2 Q. B. 31. There the plaintiff obtained judgment for £50 16s. 3d. against the defendant in an action on a bill, and afterwards caused him to be arrested on a *ca. sa.* While in prison the debtor executed and caused to be registered a deed under section 192 of the Bankruptcy Act, 1861. The Court held that he was entitled to his discharge under section 198. That section provides that "after notice of the filing and registration of a deed under section 192, no process against the debtor's person in respect of any debt, shall be available to any creditor without leave of the Court." Mr. Sawyer, the plaintiff's counsel, ingeniously argued that the words "no process shall be available," meant available for caption, but not for the detention of a debtor in gaol, and he cited *Ex parte Chaundy* (decided in December, 1862) where Mr. Commissioner Goulburn put that construction on the words. But the Court unanimously were of opinion that the words of section 198 were too strong to be got over. The Court of Common Pleas have, we are informed, recently expressed their concurrence with this view; and in *Rogers* v. *Roberts*, 15 W. R. 340, L. R. 2 Ex. 35, the Court of Exchequer followed the decision in *Marks* v. *Hall*.

We submit that the commitment of a defendant on a county court summons is far more analogous to an arrest on a *ca. sa.* than to an arrest for contempt. Mr. Welford lays much stress on the circumstance that a county court commitment does not, like an arrest on a *ca. sa.*, extinguish the debt. The distinction does not appear to us to be very material. Whatever the Legislature may have thought fit to enact as to the effect of the commitment, the arrest of a man in consequence of his having incurred a liability he cannot liquidate, is surely none the less a "process" against his person in respect of a debt.

ON THE INVESTIGATION of a charge of bigamy before a police magistrate a few days ago, it appears from the reports in the daily papers that the case of *Clegg* v. *Levy*, 3 Camp. 166, was quoted in support of the proposition that the written law of a foreign state must be proved by a copy duly authenticated, and not by oral evidence. The counsel for the prosecution, in reply, stated that the case had been overruled, but without stating by what cases. We apprehend that he referred to *Baron de Bode's case*, 8 Q. B. 208, and *The Sussex Peerage case*, 11 Cl. & Fin. 85. These two cases, as appears from page 116 of the report in the House of Lords, were decided, as far as this point is concerned, within a week of each other in June, 1844. Lords Brougham, Campbell, Denman, and Langdale, and Justices John Williams and Coleridge, were all of opinion that the evidence of a skilled witness, and not an authenticated copy, was the proper method of proof of foreign law, written as well as unwritten. Even Mr. Justice Patteson, who dissented in the *Baron de Bode's case*, said that *Clegg* v. *Levy* did not go the length of establishing the proposition for which it was then, and has now been again, quoted. It is a little remarkable after this that the case should still be quoted in editions of "Roscoe's Criminal Evidence," published as late as 1862, without notice of the later cases on this point. The principle of the decision in *Bode's case* was that the foreign statute, if produced, would require interpretation by a skilled witness, so that the ordinary rule, that the writing would, as it is said, speak for itself, did not apply. When produced it could only speak through an interpreter. Of course the skilled witness may, and, perhaps, should, if he wishes to be thoroughly relied on, produce the authorities on which he bases his opinion. Yet the authorities are not original evidence, but can only be used to refresh the memory of a witness. It is not unlike the case of a tradesman giving evidence of the amount due to him. If he leaves his books of account behind him his oath upon the matter may not be relied on, but if he does bring them he can only refresh his memory by them. Of course, however, this case is not quite analogous in principle to the one we have been considering, though it is in practical result.

BADLY as our Acts of Parliament are known to be worded, probably few of our readers will believe that the following sentence really forms part of the statute law of the land:—"No young person or woman shall be employed in any handicraft during any period of twenty four hours for more than twelve hours, with intervening periods for taking meals and rest amount-

ing in the whole to not less than one hour and a half, and such employment shall take place only between the hours of five in the morning and nine at night." This very intelligible enactment will however be found at section 6 of 30 & 31 Vict. c. 146, an Act of last session, which is to come into operation on the first of January next, and which is intended to regulate the employment of labour in workshops not being factories within the meaning of the Factory Acts. If we are to gather the meaning of this from the words used, it is impossible to arrive at any other conclusion than that it is forbidden to employ a young person for more than twelve hours if an hour and a half *or more* is given as an interval for meals or rest, but not forbidden to employ for the same time if *a less* interval for rest is given. It is obviously impossible that this can have been meant. It is necessary, therefore, in order to obtain some rational construction for the enactment, to reverse the ordinary process, and first guess at something which the Legislature may have meant, and then see whether the words can possibly bear the meaning. Now, probably it may have been intended that in no case should any young person be employed for more than twelve hours, and not for as long as that unless an hour and a half was given for meals and rest. Or very likely they meant to enact the same thing as is done by the Factory Acts, viz., first to restrict the employment of a young person to twelve hours, and then to enact that in every case of the employment of a person whose labour was restricted to twelve hours a day, one hour and a half should be allowed for meals. It is just possible to get a meaning something like this from the words by construing everything as far as "a half" as governed by "more than," as if it ran "for more than a period made up of twelve hours, with intervening periods, &c." Even adopting this view the difficulties that may arise are numerous enough. For instance, is ten hours consecutive labour more than twelve hours with an interval of an hour and a half? It would undoubtedly be more injurious to a young person, but that it is forbidden by the Act cannot be predicted. We would suggest to our legislators that if they wish another time to put two or more enactments one within another into one sentence, and are unable to make their meaning clear by ordinary language, they may possibly be able to do so by calling in the aid of algebraical symbols. In the present case, if all the words from "twelve" to "a half" inclusive were put into a bracket, it might have been possible to gather something like an intelligible meaning from the clause.

IF THE FENIAN funeral processions in Ireland have not been checked under the Act to restrain party processions (13 Vict. c. 2) the omission does not arise from any want of warning to the magistrates. There are standing Government instructions for their guidance in suppressing party processions. They are given to understand that it is their bounden duty to act upon the powers vested in them by law to restrain proceedings against which the statute is directed, and that they will be held, collectively and individually, responsible for any violation of this law which may occur in their respective districts, and of which it shall be found they have had notice, if it shall appear that they have not made use of their authority and the means at their disposal to suppress such proceedings and bring those concerned in them to justice. But although stringency is required in the execution of the exceptional law to which Ireland is unfortunately subject, more than ordinary care must be taken in the interpretation of such a law. It is penal not only in the sense in which all criminal law is penal, but in a national sense, as placing a part of the United Kingdom at a constitutional disadvantage criminally. The mischief pointed out by the Act is provocation to animosity. The means forbidden are the meeting and parading together or the joining in procession by persons "who bear, wear, or have among them firearms or other offensive weapons, or any banner, emblem, flag, or symbol, the display of which tends to provoke animosity between different classes, or who are accompanied by persons playing music or singing any song tending to provoke animosity." That the Fenian funeral processions themselves tend to provoke animosity there can be no doubt, and perhaps it may be said that they tend to provoke animosity between different classes—*i. e.*, between English and Irish.

But that is not the question. It is evident that this Act was not *intended* to apply to a case like the present; *has* it such an application in fact? It appears that a procession is made unlawful only if its members carry firearms or banners, emblems or symbols calculated to produce animosity, or are accompanied by music, &c., calculated to produce a similar effect. We have not heard that any of the persons taking part in these processions carry fire arms, (indeed they could not do so in any proclaimed district) or flags, or banners. "Emblems" and "symbols" are comprehensive words; can crape and green ribbons be regarded as emblems or symbols tending to provoke animosity? We must always bear in mind that any amount of "animosity" which the procession, from its magnitude or the cause in which it marches, may tend to produce, is not within the Act, for the newspapers, as usual, indulge in generalities on the subject. Is a hearse with the names, "Allen, Larkin, and O'Brien" on it an "emblem" or "symbol" within the Act? That at least, is doubtful, where the course is to the cemetery to offer up prayers for the souls of the three men. Then, as to the music and singing, the "Dead March in Saul" or "Adeste Fideles" can scarcely be within the Act, according to any division of parties in Ireland; but "Fenian boys" might make the procession illegal.

Even, however, if the hearse or the crape and green ribbon be considered symbols calculated to produce animosity, it is fully evident that the Party Processions Act was aimed at "animosity" of a somewhat different kind. The "animosity" which its framers deprecated, was that animosity which would lead bystanders to attack the procession, in fact, it was directed against faction fights.

It may, however, be sometimes necessary to catch up any weapon which may happen to be at hand, whether or not originally intended as such. Though, when seditious speeches are openly made at these assemblies, there need hardly be recourse to a statute of very doubtful application.

Since these remarks were written news has come from Dublin that proclamations have been issued prohibiting the processions at certain places. But it is scarcely necessary to remind legal readers that a proclamation, as regards an Act of Parliament, cannot put an authoritative meaning on it, and, as regards the law generally, is operative merely as a warning.

THE LETTER of our correspondent "Lex," which reached us last week too late for any notice in the same number in which it appeared, seems to us to require some attention. We are sorry that our correspondent should have selected *Smith's case, In re the Bank of Hindustan*, &c., as a peg whereon to hang his strictures on the constitution of the Court of Appeal in Chancery. Our own views respecting the constitution of that Court are well known to all our readers, and we see no reason to depart from them. We have more than once said, and we still think, that the system of an appeal from one judge to one judge is radically bad, even if we could secure, which of course we cannot, that the appellate judge should be always the better lawyer.

But the case which has excited "Lex" seems to us a very bad illustration of the evil effects of this system; it is, as we read it, simply a case where the Vice-Chancellor, laying down, as Vice-Chancellor Stuart usually does, an undeniably sound principle of equity, has proceeded to apply it in a manner not warranted by the facts, and has been set right by a judge who is indeed

his junior by many years on the bench, at the bar, and in life; but is immeasurably his superior in that legal acumen which readily selects the appropriate principle from amongst a number of apparently conflicting maxims. We admit, and we doubt not that had the case required it Lord Cairns would have admitted, that a solicitor's lien only extends in equity—and we may add at law—to the interest of his client in the fund—*i. e.*, in equity it extends to his beneficial interest, at law to his legal interest; so that, if there were any equities *against this fund* superior to Mr. Smith's claim upon it, they would also have been superior to the lien of Mr. Smith's solicitor. Lord Cairns' judgment only affirms what is, we believe, a well established principle, that you cannot set-off a debt against costs; not at all at law, nor in equity without a special order of the Court, which will never be given if the solicitor, *whose property the costs are*, will thereby be damnified. The practice of setting-off costs against costs is gradually increasing, we admit, though now this requires a special order; but the set-off relied on in the case cited goes much further, and certainly—even leaving out of sight the fact that the debt attempted to be set-off was still contingent—goes further than ever has been, or we think, ought to be allowed.

THE CAUSE BOOK of the Master of the Rolls shows at present but few causes ripe for hearing which remain undisposed of, and it is understood that his Lordship has applied to have some causes transferred to him from the courts of the Vice-Chancellors. While Vice-Chancellor Wood is able to spare thirty causes the other two judges are believed to be unwilling to part with any, each of them declaring his ability to dispose satisfactorily of all the business of his court. Should the Lord Chancellor not think fit to order a transfer of causes to that branch of the court which is in need of work Lord Romilly will be afflicted for a time with a forced inactivity.

"A SOLICITOR," writing to the *Times* on the London cab grievance, complains that solicitors and cabmen are the only persons still subject to sumptuary laws, and he therefore, "from fellow feeling," makes a very sensible suggestion for the solution of the cab difficulty. A few words at the end of his letter raise the question—What would be "similar justice" in the case of solicitors?

The true solution of this question depends upon an important preliminary consideration.

At present solicitors are, unlike other business-men generally, compelled to pass a preliminary ordeal to qualify them for the exercise of their profession, and secured in a monopoly of such exercise when qualified; and though perhaps the true principles of Free Trade are more or less violated by this arrangement, we consider that it is, on the whole, for the public good. For it is not true that in this case, as in most others, the public would be able to protect their own integrity, and that the well qualified and competent would be able by mere force of "natural selection," to outstrip the ignorant bunglers. On the contrary, the more unfit to exercise his profession a man was, the more likely would he be to make use of those "lines to catch clients" which act but too forcibly upon the undiscriminating and uninformed. And as it is therefore essential that the public should have proper security for that which they are unable to secure for themselves, viz., that all persons practising as solicitors should be *prima facie* qualified to do so, it becomes necessary to impart some test of qualification, and to confer a statutory monopoly on those who stand the test.

But then, a statutory monopoly of carrying on business of any kind for profit, carries with it *ipsâ naturâ rie* a statutory limitation of the amount of profit which may be made—as in the case of railways, dock and harbour companies, &c.—this limitation is, in fact, the price paid to the public for the monopoly in question.

We thus come to the conclusion that some interference on the part of the State with the costs payable to solicitors is a necessary consequence of this position; but it by no means follows that the present system is therefore the best possible, or even practically defeasible.

The objections to that system are two, and they are so well and forcibly put by "A Solicitor," that we prefer to give them in his own words. "Although rent and taxes and clerks' salaries are double now what they were thirty years ago, a solicitor must still give an hour of his time for 6s. 8d., and the most able and experienced member of the profession may not lawfully charge one farthing more for his time and skill than the most ignorant of youngsters who has just scraped through his examination."

The first of these objections would only be met by appointing a permanent board with power to revise the authorised scales of charges from time to time, with reference not only to the constant increase in necessary proportional expenditure, but also to the constantly increasing advance of the profession in social position, invoking as it obviously does a necessarily increased private expenditure also. Such a function might we think be advantageously intrusted to the Incorporated Law Society, which might have power from time to time to issue scales of fees chargeable (subject, if it be thought advisable, to revision by the judges, or by Parliament) provided certain statutory charges (which might and should largely exceed the existing scale) were not exceeded.

The second difficulty is one which strikes us at once, more important and less soluble. There is nothing connected with the profession which is more summarised by apparently insurpassable difficulties than any attempt to gauge the quality of legal work: the quantity is easily gauged, and has therefore been adopted as the sole standard, but the differences of quality made the most discriminating taste. To create different ranks of solicitors, (such as prevail at the bar,) with varying scales of charges, would seem at first sight to meet the difficulty, (and "A Solicitor's" reference to the "fast hansom" and the "cheap and nasty" would seem to point in this direction), but the appointments to the higher ranks would so inevitably be determined rather by interest than by merit, rather from political than professional circumstances, that we greatly fear that such an arrangement would not long serve any good purpose. Nor can we think admissible any scheme which, under any restrictions, however stringent, could make the charges of a solicitor a matter of private bargain with the client. That the solicitor and not the client would undoubtedly be the victim of such an arrangement we do not doubt, but however that might be we do not think the plan feasible, and for this reason: the connection between solicitor and client is not in general created, as that of cabmen and customer is, *pro re nata;* nor is it a matter of indifference to the client, as it may be said to be in the case of any other business, whether he does or not change his solicitor; on the contrary, there are but few men, and those generally of the very worst kind of clients, who ever change their solicitors without the greatest reluctance; and the general rule is that the same family continues to employ the same firm from generation to generation. Now, a system of private agreement, whereby even every four years the pecuniary relation between them could or might be made the subject of resettlement, would, if acted on, tend more than perhaps anything else to break-up that confidence and mutual good understanding on which such relation mainly depends. On the one hand, suppose the client to write to his solicitors, just when the firm has suffered the loss, by death or retirement, of its head, and say: — "You, gentlemen, are all comparatively young, you must therefore work for half what I have been paying you hitherto;" would not such a letter evidently put an end not only to the charges but to the feeling previously existing. On the other hand, the solicitor would at some

time have to say :—"I have now been for so many years in the profession, and I have acquired so much more capacity and experience, that I consider myself entitled to be better paid ;" and the client, however he might be compelled to admit the justice of the claim, would, moreover be almost certain to resist it, openly, or in his heart.

None of this reasoning applies to a course not now very uncommon, and which is, we think, when possible, very commendable, viz., agreement to pay a yearly sum in full of all claims except expenses out of pocket. We think that such agreements, if properly encouraged, would give more satisfaction than any other scheme we have yet heard suggested ; and only regret that the principle unfortunately, from the nature of the case, is limited in its application.

THE COURT OF QUEEN'S BENCH has finally determined* that it has no jurisdiction over the masters of the court to review their taxation of costs under the Lands Clauses Consolidation Act, 1845. By the 52nd section of that Act the costs of an inquiry before the sheriff as to the sum to be paid for land required by a railway company are to be settled by a master of the Courts of Queen's Bench of England and Ireland, according as the lands are situate. As long ago as 1849 Sir William Erle, then a member of the Court of Queen's Bench, sitting in the Bail Court, held that he had no authority to review such a taxation, but in spite of that decision numerous cases have arisen in which the courts have exercised such a jurisdiction, and in one case *The Metropolitan Railway Company* v. *Turnham*, 11 W. R. 695, doubt was thrown on the correctness of the decision in the Bail Court by the same learned judge who gave it, and who was then presiding as Chief Justice of the Common Pleas. The point seems never to have been fairly raised and argued since then, until the case of the Sheffield Waterworks, in the Exchequer, 14 W. R. 143. There, under a local Act of Parliament, but in analogous circumstances, the Court held they had no authority over masters of the court; and now in *Owen* v. *The London and North-Western Railway Company* the matter is finally set at rest. The Court of Queen's Bench has decided in accordance with the view taken in the first instant by Erle, J., supported by the above-mentioned decision of the Court of Exchequer, and by one of the Irish Court of Queen's Bench under the statute in question, that the masters of the Queen's Bench are merely persons designated by the Legislature not in their official capacity as masters of the Court, but by that name as persons who are experienced in the taxation of costs. The point seems clear enough, and it is a little curious that it has not been determined before this. It may perhaps be said that in all the cases in which the court have considered such applications either there has been no necessity to determine the question as the court refused to entertain the application on other grounds, or else that there was something in the form of the application which conferred jurisdiction on the court. This latter view we apprehend to be a wrong one. There is, as remarked by Mr. Justice Lush, no proceeding in the court; any judgment of the court must therefore in such a case be nothing more than an opinion unbacked by any authority to enforce it. No agreement of the parties to abide by the decision of the court, and no application on the part of the master for direction would, we apprehend, be allowed to do away with the salutary rule followed by the courts that they will give no judgment which they cannot enforce. It follows, then, that the masters have absolute authority in the matter of such costs, and possibly may take very different views on the nice questions which sometimes arise as to the validity of offers and notices by which the costs are in many cases governed. There is further no reason why the masters should be bound by the past decisions, though we have little doubt that they will be guided by them. This is clearly an undesirable state of things, and a legislative enactment is needed to give the Courts of Queen's Bench (English and Irish) the authority requisite to control the decisions of the masters and to secure uniformity of practice. This result is attained in all matters under the statute in the Court of Chancery by the simple direction contained in section 83 of the Act, that the taxation should be by order of the Court, and it is unfortunate that some such provision was not introduced into the section giving authority to the master of the Courts of Queen's Bench.

* *In the matter of an inquiry before the Sheriff of Lancashire Owen* v. *The London and North-Western Railway Company*, 16 W. R. 125.

WE SHOULD BE VERY GLAD to be convinced by Mr. Bunyon that Lord Westbury's decision did not alter, and very materially alter, the law on the subject of voluntary settlements. Financial crises are so common, and a man is so often solvent one day and insolvent the next, that the question is one of considerable practical importance. We can only now devote a few words to the case of *Spirett* v. *Willows*, 13 W. R. 329, 5 N. R. 235. The settlor was in that case solvent at the date of the settlement, and no intention to defraud was shown. The material part of the judgment delivered by Lord Westbury was as follows :—"There was some inconsistency in the decided cases on the subject of conveyances in fraud of creditors, but he thought the following conclusions were well founded. If the debt of the creditors, by whom the voluntary settlement was impeached, existed at the date of the settlement, and it was shown that the remedy of the creditors *was defeated or delayed* by the existence of the settlement, it was immaterial whether the debtor was or was not solvent after making the settlement. But if a voluntary settlement or deed of gift were impeached by subsequent creditors whose debts had not been contracted at the date of the settlement, then it was necessary to show either that the settlor made the settlement with express intent "to delay, hinder, or defraud creditors," or that after the settlement the settlor had no sufficient means or reasonable expectation of being able to pay his then existing debts, that is to say, was reduced to a state of insolvency, in which case the law would infer that the settlement was made with intent to delay, hinder, or defraud creditors, and was, therefore, fraudulent and void. It was obvious that the fact of a voluntary settlor retaining money enough to pay the debts which he owed at the time of making the settlement, but not actually paying them, could not give a different character to the settlement, or take it out of the statute. It still remained a voluntary alienation or deed of gift, whereby, *in the event*, the remedies of creditors were delayed, hindered, or defrauded."

Now, with a strong wish to come to a different conclusion, we are unable to understand the above decision otherwise than as deciding that a creditor at the date of a voluntary settlement may always have the same set aside if he is unable to obtain by any other means payment from his debtor, and that no evidence of faudulent intent will be required to be given. The case *might* have been decided on the ground suggested by Mr. Bunyon, that the fact of the debtor, after executing the settlement, having left himself with only a small margin for payment of his debts, was sufficient evidence of fraud, but we are unable to find any support for this in the judgment, and are compelled to believe that the case *was* decided on the ground we have mentioned, and that the result would have been the same if the margin alluded to had been large instead of small. The conflict between the above case and the previous authorities we take to be this, that instead of allowing only the presumption of law that a settlement made by an insolvent debtor is fraudulent and void against his creditors at the date of the settlement, it extends that presumption to the case where such insolvency did not exist, but those creditors were ultimately not paid. As to the case of *Smith* v. *Cherrell*, 15 W. R. 919, we only referred to it for the dictum. With regard to the rest of our correspon-

dent's letter, we must, we suppose, be content to accept the disadvantages for the sake of the advantages offered by the new "Settlement Policies," and there is some force in the remark that they are rather intended to be used where settlements would not otherwise be made. We fear, however, that payment of the fund into court would not meet our objection to the absence of a maintenance clause, as neither the recent statute nor the powers of the court of Chancery enable maintenance to be allowed out of an infant's merely expectant share of trust property.

IT IS WITH deep regret that we announce the death of Mr. Ebenezer Charles, of the Chancery Bar, who died on the morning of the 11th inst., of congestion of the lungs. His illness was very brief, he had been in Court during the preceding week, both at Lincoln's-inn and in the Arches Court at Westminster, where he was engaged in the case of *Martin* v. *Mackonochie*, the St. Alban's case. Mr. Charles was well-known as one of the most rapidly rising juniors at the Chancery Bar, and was greatly esteemed by all who knew him. He had been for some years a contributor to this Journal, and we shall sadly miss his valuable assistance.

MEDICO-LEGAL EVIDENCE.

An interesting paper on Medico-legal Evidence appeared on Saturday last in the columns of our contemporary the *British Medical Journal*, from the pen of Dr. MacSwiney, lecturer on Medical Jurisprudence in the Catholic University, Dublin. There is much in it with which we most cordially agree, and it is altogether well worthy the attention of the legal as well as of the medical reader. It cannot, we fear, be disputed that at present medical evidence is not what it should be. A doctor in the witness box too often presents an unedifying spectacle. He ought from his learning and education to make a good witness. He frequently makes a very bad one. Dr. MacSwiney, who writes in behalf of the honour of a noble profession, makes an effort, and by no means an unsuccessful effort, to discover the causes of this unquestionable failure of medical witnesses. He classes them under four distinct heads, upon each of which we propose to make a few observations.

First he deals with the "difficulties inherent to the position of a medical witness," which, however, from the nature of the case, no legislation can remove. A doctor is usually summoned at a trial in a twofold capacity. He has to detail facts and to deliver his opinion on those facts. The latter part of his duty he very often finds it absolutely impossible to discharge with precision. "Yet his not doing that which is, from the nature of the subject, impossible, often exposes him to the censure, the obloquy, or the ridicule of the bar. Take for instance the case of a medical man who has to depose as to the cause of the death of a person supposed to have been murdered by violence. He first describes to the court the exact appearances presented on the *post mortem* examination. Here he meets with no difficulty, and if he can express himself intelligibly need fear no censure or ridicule, But presently he changes his character. He ceases to deal with facts and is required to express an opinion as to the probable cause of death. Now very often he cannot say with certainty what the cause was. It might be, he knows well, perhaps one of a dozen. Still the counsel for the prosecution presses for a definite answer, and a necessary obscurity is often represented as equivocation or stupidity. Again, a similar difficulty will present itself when the question of insanity is raised. It is beyond any man's power to fix sharply the line which separates sanity from insanity.

> "Great wits are sure to madness near allied,
> And their partitions do their bounds divide."

"There is no hard and fast" line, in a moral point of view, between the presence and absence of mental disease. Hence arises the value and unsatisfactory character of medical testimony on the subject. At the same time nothing has done so much to discredit such testimony as the often-repeated spectacle of rival "mad doctors," flatly contradicting each other as to the insanity of this or that patient. Lookers on are apt to forget that the existence of mental disease is a matter in which certainity is, in the present state of medical science, impossible.

Secondly, Dr. MacSwiney adverts to the "difficulties arising from the unsettled state of the law." Here legislation might do much to effect an improvement. Thus the legal test of responsibility consists in the capability of distinguishing right from wrong. "Physicians," we are told, "hold that test to be erroneous, because a man might know full well right from wrong, but owing to mental disease may have lost the power of doing what was right, or avoiding what was wrong." We will not discuss here whether the lawyer or the physician is right. It must be admitted by every one that the fact of their tests being different is sure to create confusion.

Thirdly, we must notice some rather harsh remarks about "legal prejudice." The "cross-examining barrister," that bugbear of laymen, is severely handled. "The contest is a most unequal one. The lawyer is eloquent, skilled in legal lore, dexterous of fence. The medical man is unaccustomed to such encounters, anxious and diffident; his aim is usually directed to arrive at the truth, without any ulterior view whatever. The lawyer seems to strive to confuse and irritate the witness, and thus to gain a forensic victory." We are sorry Dr. MacSwiney's experience has lead him to such an unfavourable picture of a British advocate. We trust he does the practitioners in the Four Courts an injustice. We are certain he is unjust as far as English barristers are concerned. The old bullying style has almost departed from among us. Buzfuz is fast becoming a tradition. As a rule an honest witness is fairly treated, and he seldom becomes confused unless he is either untruthful or incompetent.

We cannot, therefore, sympathise with this part of Dr. MacSwiney's observations on "legal prejudice." But we do concur with him in his protest against the objection frequently made both by judge and counsel to the use by medical men of technical terms. Such terms must of necessity sometimes be used both in medicine and in law. There are many propositions in medical science which can no more be expressed in "plain English" than an abstruse proposition in high mathematics. Perhaps, however, we ought to say that our own protest is rather against the frequency of this objection, for certain as it is that medical witnesses *must* sometimes employ technical terms, it is equally certain that whenever plain English would serve it had much better be employed. Owing to a weakness common to all mankind, men of all vocations, medicine, law, science, and every other, are prone to try and conceal any professional ignorance of which they may feel ashamed, by taking refuge *in cortice* as it were, and enveloping their discourse in technicalities. And hence it sometimes happens that a witness who does not feel over strong on his subject will becloud his evidence with technical phrases and equivalents, where a better informed man would tell a far simpler tale. But it does not follow from this that such phrases are always unnecessary, and hence the justice of Dr. MacSwiney's protest.

We have left little space for the last cause of the failure of medical witnesses, namely, the incompetence of the deponent. Yet it is perhaps the most important of all.

No attendant at assizes can fail to have been struck with the gross ignorance frequently betrayed by local practitioners. The appropriate remedy would be that which we have already suggested in this Journal (9 S. J. 924) and which we are glad to find meets with Dr. MacSwiney's approval. It is indeed absurd that an emergency occurring, the nearest country apothecary should be sent for as a matter of course. His ordinary duties have probably been limited to prescribing common-place remedies for every-day diseases. He is called on at a moment's notice to make some difficult analysis, or to conduct

some embarrassing *post mortem* examination. What wonder that he is totally unfit to perform a function for which he is qualified neither by learning nor experience? He may, perhaps, conceal his deficiencies at the moment, but in the hands of an able counsel they will certainly be exposed. The proper way of avoiding the injury which the reputation of the medical profession, and the administration of justice alike sustain at present, would be to appoint highly qualified physicians and surgeons in each county, who should hold themselves in readiness to obey the summons of the coroner or chief inspector of police. They would be officials of the State, and their reports would be a vast improvement on the accidental opinions formed by the nearest practitioner by which alone judge and jury have now to submit to be guided. Such functionaries, we believe, exist in Scotland. Why should we not in England also have a band of highly educated and thoroughly qualified "Surgeons to the County?" We hope that the Legislature may be induced to deal with this important subject. There can be no doubt that the present state of things is most unsatisfactory. The discredit which, it cannot be denied, attaches just now to medical evidence would soon be removed by such a reform as we have indicated, and ere long medical witnesses would possess an authority which no "cross-examining barrister" would be able to question.

COUNTY COURTS.—III.

In our two former articles upon county courts we have given a brief summary of the jurisdiction of these courts as altered by the Act of 1867. The procedure by which that jurisdiction is put in motion and enforced is extremely simple and very well suited to the end proposed by the creation of the new courts, viz., the cheap and rapid administration of law. A plaintiff in a county court commences his proceeding, as is well known, by entering what is called a plaint, and thereupon a summons is issued requiring the defendant to appear and to defend, and that otherwise judgment will be entered up against him. This summons contains directions for the plaintiff's guidance in the subsequent proceedings, and to it is also annexed the particulars of the plaintiff's demand. This summons is served by the high bailiff, or by one of his bailiffs, upon the defendant. The defendant may, if he does not wish to incur the expense of defending the action, suffer judgment by confession. If, as is usually the case, he wishes to defend, he appears without any further formalities before the judge upon the appointed day, and urges what he has to say in his defence. In some cases, however, the defendant must give notice of his intention to defend or the plaintiff will be entitled to enter judgment against him at once. Under the Act 19 & 20 Vict. c. 108, s. 28, which is still in force, in cases of claims of liquidated amounts of money exceeding £20, the defendant must give notice that he intends to defend, otherwise judgment may be given against him by default. Section 2 of the new Act contains somewhat similar provisions with respect to any action for the price of goods sold or delivered to the defendant to be dealt with in the way of his trade, profession, or calling; and in the schedules to the Act forms are given for the affidavit of the plaintiff, the summons, and the notice to defend of the defendant which are to be used in such cases.

If the defendant intends to rely upon one or more of certain specified defences, he must give notice of such intention to the plaintiff, otherwise he will not be entitled to avail himself of them. These defences are infancy, coverture, the Statute of Limitations, and discharge under the Bankruptcy or Insolvency Acts. No alteration has been made in the practice upon this point.

The proceedings under the equitable jurisdiction given to county courts by the Act of 1865, (28 & 29 Vict. c. 99) are regulated by the rules and orders made by the county court judges under section 16 of that Act. Section 27 of the Act of 1867 enacts that any proceeding under the Act of 1865 may, if so directed by the rules and orders to be made under such Act, be commenced by summons. It is not easy to see the necessity of this provision, which seems to leave matters precisely where they were under section 16 of the former Act.

There are no new provisions in the Act of 1867 as to the procedure at the trial of a cause in a county court, or as to any preliminaries except such as we have noticed. When a cause comes on for a hearing the judge of the county court decides such questions of law, of equity, or of fact as may arise during the proceedings. In any action, however, where the amount claimed is above £5 either party may require a jury to be summoned, and in actions for sums less than £5, the judge may, in his discretion, on application of either party, order the action to be tried by a jury. The number of the jury consists of five. There are some sections (16 & 17) of the new Act which give the registrar the power of performing several acts which he was not authorised to do before. By section 16, in any action of contract where the defendant does not appear at the hearing the registrar may, by leave of the judge, enter up judgment for the plaintiff, and have the same power to make an order for payment by instalments or to enter up judgment of nonsuit, &c., as the judge of the county court has. And by section 17, where the defendant appears and admits the claim, the registrar may by the leave of the judge, settle the terms and conditions upon which it is to be paid and enter up judgment accordingly. Section 31 also gives the high bailiff power to interplead where claims as to goods taken in execution are made.

On the important subject of costs the rule in the county court is that all the costs of the proceedings are to be paid or apportioned between the parties as the judge may think fit to order, and if the judge makes no order they abide the event. In addition to this ample jurisdiction the judge of a county court has no power under section 14 of the Act of 1867 to award costs where a cause is struck for want of jurisdiction, in the same manner and to the same extent as if the court had jurisdiction in the matter of the plaint, and the plaintiff had not appeared, or had appeared and failed to prove his demand. Section 15 also empowers such judges of the county court as shall be appointed by the Lord Chancellor, to frame a scale of costs to be paid to counsel and attorneys with respect to all proceedings which are authorised to be taken under the County Court Acts.

Judgments in a county court may be enforced by execution against the goods of the debtor in much the same way as upon a judgment in a superior court, and the procedure upon them is not affected by the late Act. When the judge has given the judgment after the hearing of a cause, it is entered by the registrar in a book. If the judgment is for more than £20 the judge must order payment of it within fourteen days, unless the plaintiff consents to receive payment by instalments. When the judgment does not exceed £20 the judge may make orders concerning the time or times, and by what instalments the money shall be paid. The last of the important alterations introduced into county court practice by the Act of 1867 is that which relates to appeals. It is obvious that the more extensive the jurisdiction of the county courts the more ample ought to be the powers of appeal, and provision has been made accordingly in the new Act. Before this statute the law stood thus:—There was no appeal upon any question of fact. In actions where the amount sought to be recovered was above £20 in action of replevin where the rent or damage was above £20, and in proceedings for the recovery of tenements (county courts had jurisdiction to entertain such suits in certain cases as we before mentioned), in interpleader proceedings when the matter in dispute exceeded £20, and in all actions where jurisdiction was given by agreement (unless the agreement expressly excluded a right of appeal), if either party were dissatisfied with the determination or direction of the judge in point of law, or upon the admission

or rejection of any evidence, he might appeal to any one of the Superior Courts at Westminster. In other cases there was no appeal whatever. Section 13 of the new Act provides that an appeal shall be allowed in all actions of ejectment, and in all actions in which the title to any corporeal or incorporeal hereditament shall have come in question; and with the leave of the judge an appeal shall be allowed in actions in which an appeal is not now allowed, if the judge shall think it reasonable and proper that such appeal should be allowed. By this section an appeal is given in all those cases in which an increased jurisdiction has been directly given to county courts. This section seems also to enlarge the right of appeal in the case of such ejectments as could have been brought in the county court before the Act. An appeal is also allowed by leave of the judge in all cases where it has not hitherto been permitted. This last-mentioned right of appeal will not, we imagine, be often exercised, for it only extends to the small cases where the amount claimed is under £20, and in those cases, even if the unsuccessful party should be willing to incur the expense of an appeal, it is not probable the judge will allow it, unless there are some peculiar circumstances in the case. Appeals in proceedings within the equitable jurisdiction of the county courts must be made to one of the Vice-Chancellors, under section 18 of the Act of 1865. The provisions of this section are very similar to those of the sections which give an appeal in matters of law, except that they apply to any suit or matter under the Act of 1865, with two unimportant exceptions mentioned in the same section.

To prevent any exercise of a power not given to county courts by the statutes to which we have referred, it is in the power of a defendant to obtain a writ of prohibition from any one of the superior courts at Westminster to prevent a county court from proceeding in a matter which is beyond its jurisdiction. In certain cases, also, a writ of *certiorari* may be obtained to remove a cause from a county court to one of the superior courts.

We have now shortly stated in this and the two preceding articles, the jurisdiction which, from the 1st of next January will be exercised by county courts under the new Act, which will come into operation upon that day. The Act is by no means carefully drawn, and is fairly open to much criticism. We believe, however, that the result of its provisions will be, on the whole, beneficial, although probably they will not cause quite so startling a change as some persons have imagined.

Before taking leave of this statute, one more section must be mentioned. This section (section 4) has no special reference to county courts in particular, but applies generally to all the courts of the country. Why it should have been inserted in this Act it is difficult to imagine, unless it were for the object of concealing it as much as possible from observation. It provides that no action shall be maintained for any money alleged to be due for the sale of any ale, porter, beer, cider, or perry, which, after the commencement of this Act, shall be consumed on the premises where sold or supplied, or for any money or goods lent or supplied for any security given towards the obtaining of such ale, porter, &c. This enactment does not call for any particular comment. The old Tippling Act (which is not repealed), 24 Geo. 3, c. 40, s. 12, contained provisions of a somewhat similar nature, although not quite so stringent.

The last alteration that has been made in county court practice has been caused by the application of some of the provisions of the Common Law Procedure Act, 1854, to these courts. By an order of the Privy Council of the 18th of last month certain sections of this Act have been applied to county courts. These sections are (1.) those which relate to discovery, 50—54; (2.) those which relate to the attachment of debts, 60—67; (3.) those which relate to the pleading of equitable defences, 83—86. The order also directs that the powers and duties incident to the above mentioned provisions of the Common Law Procedure Act, 1854, with respect to matters in the county courts, shall be exercised by the judges of the courts respectively, or their respective deputies, and that the statutes, rules of practice, orders, and forms, in force, and used in the county courts, shall be adopted with reference to proceedings had in such courts under the above mentioned provisions of the Common Law Procedure Act, 1854, so far as the same are applicable *mutatis mutandis*.

This order virtually increases considerably the jurisdiction of county courts, although in form it only gives them certain powers in aid of the jurisdiction which they already possessed. It is clear that the more efficient is the machinery by which proceedings in county courts are regulated, the less reason will there be for proceeding in a superior court, if the action were one which might have been commenced in the inferior tribunal.

RECENT DECISIONS.

EQUITY.

THE THELLUSSON ACT.

Mathews v. *Keble*, 15 W. R. 1193, V. C. S., 4 L. R. Eq. 467.

This, at least, may be said for the Thellusson Act that it has proved quite as beneficial to the legal profession as the extraordinary testamentary disposition which led to its enactment, and under which Mr. Thellusson's vast property gradually melted away in the grasp of the Court of Chancery. Short as the Act is, and narrow the field with which it was intended to deal, it would be possible to publish a commentary of considerable length from the decided cases upon it. In the present case the Vice-Chancellor has raised, out of some old reports, the ghost of a difficulty, which we thought had been laid some time ago, viz., that the Act does not limit dispositions of property, which would involve accumulation without any express direction to that effect—as, for instance, in the case of an executory gift (as to the eldest child of A.,) where the intermediate income would follow the principal, and this might not vest in possession until after the expiration of twenty-one years from the testator's death, the extreme period in the particular instance we have given being A.'s lifetime.

The language of the Act has been said to be ambiguous on this point. It enacts that no person shall settle or dispose of any property so that the income shall be wholly or partially accumulated for a longer term than the life of the settlor, or twenty-one years from his death, or certain periods of minority which we do not explain here, as they are not material for the present purpose, and declares that in every case where any accumulation shall be directed otherwise than as aforesaid, such direction shall be void, and the income, so long as the same is directed to be accumulated contrary to the provisions of the Act, go to the persons who would have been entitled thereto if such accumulation had not been directed.

The Vice-Chancellor relied on the use of the words "direction" and "directed" as showing that the Act only interfered with express directions for accumulation, but apart from the danger of construing too literally so ill-worded an Act as the present, where consequents are rarely preceded by their proper antecedents, the prohibitory part seems to be in sufficiently general terms to explain the meaning of the rest. That the object of the Act was to prevent accumulation and not directions for accumulation, no one can doubt, and if the Vice-Chancellor's view were accepted, all that a future Mr. Thellusson would have to do would be to leave his property to the eldest of his descendants living at the death of the survivor of the members of the two Houses of Parliament, and he would have the satisfaction of at the same time tying up his property and overreaching the legislature of his country.

It is immaterial, however, what the meaning of the Legislature was, if they have not expressed that meaning

and to discover this we must refer to the interpretations of the Act by judicial authority. The point discussed in *Griffiths* v. *Vere*, 9 Ves. 130, from which the authority of Lord Eldon is claimed for the interpretation we are disputing, was whether the Act made an accumulation for more than the specified periods entirely void, as in cases of executory gifts contravening the rule against perpetuities, or only so for the excess beyond the time allowed.

Lord Eldon no doubt compares the case of an executory gift not taking effect until after the twenty-one years, with that of an accumulation directed for twenty-one years, and in consequence of the person then entitled being an infant, a further accumulation during his minority; but he seems to have used the comparison as an argument for not holding the direction for accumulation to be entirely void, and without being able to explain its force, we feel sure from the rest of the judgment that he did not mean to allude to any alleged distinction between an accumulation directed by and arising under the provisions of a will, a distinction not taken in the argument on the case, and which has been, we think, unfairly deduced from his ambiguous language.

In some cases in Simon's reports, Vice-Chancellor Shadwell held that accumulation, not expressly directed, but arising merely by the rules applied to executory bequests, was not within the Act, and it may be that these cases have not been expressly overruled, but Lord Cranworth would evidently, if necessary, have overruled them in *Tench* v. *Cheese*, 6 D. M. & G. 453, and their authority cannot at present be recognized as of great weight. In that case the very reasonable proposition is asserted that if a testator directs that to be done, which as a necessary consequence leads to an indefinite accumulation, he must, within the meaning of the Act, be taken to have directed an accumulation. It is there also pointed out that the illustration of Lord Eldon, if used in support of the distinction contended for, was not a felicitous one, the accumulation there alluded to having a different meaning, viz: saving as opposed to spending, and not being a case of suspension of enjoyment. These remarks give a satisfactory criterion whether a disposition does or does not offend against the provisions of the Thellusson Act. If the effect of the disposition is to suspend the enjoyment for more than the prescribed period, it does, and if otherwise, not. The infant in Lord Eldon's example, even if it could be said that the accumulation during his minority was the effect of a disposition of the testator, did not suffer any suspension of enjoyment. He enjoyed as much as the Court of Chancery, acting as his guardian, considered him capable of enjoying, and the rest would be saved for his benefit when he should come of age.

That the Vice-Chancellor was not quite *au courant* with the decisions on the Thellusson Act appears from his treating a point as one of great difficulty which has for some time been perfectly well settled, viz., that where residue is directed to be accumulated (using the word "directed" in the wide sense we have given to it) the income, after the accumulation is stopped, will go to the heir and next of kin according to the nature of the property, and that where the subject of the direction or disposition is not residue, such income will fall into the residue and be applied accordingly.

COMMON LAW.

PUBLIC WAY—OBSTRUCTION—RIGHT OF ACTION.

Winterbottom v. *Lord Derby*, 16 W. R. Ex., 15.

If any one obstructs a public way he may be indicted for so doing, as such an obstruction is a public nuisance. He is also liable to an action at the suit of any person who has suffered any particular and special damage. To entitle a plaintiff to recover in such an action, it must be shown that he has suffered some injury, different in kind from that suffered by the rest of the public. A very simple illustration may be given of this rule of law. If A. digs a trench across a highway he is liable to be indicted. If B. is obstructed in passing along the highway by the trench, B. cannot maintain any action against A., because the damage suffered by B. is of the same kind as that suffered by the public at large. If, however, B., without negligence on his part, falls into the trench and is injured whilst lawfully passing along the highway, B. can then maintain an action to recover from A. compensation for the injuries so received. So far the law is clear, but difficulty has sometimes been felt in endeavouring to ascertain what amounts to such special damage as will entitle a plaintiff to maintain such an action. In all the cases except two in which an individual has been allowed to maintain an action for damage which he has specially sustained by the obstruction of a highway, the injury complained of has been personal to himself, either immediately or by immediate consequence. These two cases are *Baker* v. *Moore* (1 Ld. Raym. 491), and *Wilkes* v. *Hungerford Market Company* (2 Bing. N. C., 281). In the former of these cases the defendant had erected a wall across a public way, in consequence of which, several of the plaintiff's tenants left his farms, and he lost the profit of them. In the latter, the plaintiff, a bookseller, having a shop by the side of a public thoroughfare, suffered loss in his business in consequence of passengers having been directed from the thoroughfare by an obstruction erected by the defendants. In both these cases it was held that the action was maintainable, *Wilkes case* has often been cited since its decision, and has for a long time been acquiesced in as settled law. This case, however, can no longer be regarded as any authority, since the decision of *Rickett* v. *Metropolitan Railway Company*, in the House of Lords (15 W. R. 937), upon which we commented a short time ago (*ante* 6 and 11 S. J. 850). In the judgment of the Lord Chancellor, from which we have extracted the foregoing statement as to the previous state of the law, there occurs this important passage, "The case of *Baker* v. *Moore* appears to me even more doubtful than that of *Wilkes* v. *The Hungerford Market Company*, and as to this latter case Earl, C.J., in delivering the judgment of the majority of the judges, in the present case (5 B. & S. 161), observed, "if the question were raised in an action now, we think it probable that the action would fail, both from the effect of the cases which preceded *Wilkes* v. *The Hungerford Market Company*, and also from the reasoning in the judgment in *Ogilvy* v. *Caledonian Railway Company* (2 Macq. Sc. App. 235). *In this observation upon Wilke's case, I entirely agree.*" Lord Cranworth also says "I confess I have great difficulty in agreeing with that decision." It would seem therefore, that the law is now in the same state that it was before the decision in *Wilke's case*. The case of *Winterbottom* v. *Lord Derby* is one of the first, if not the very first reported case in which this question has had to be discussed since the judgment of the House of Lords in *Rickett's case*. The action here was for damage caused to the plaintiff by the obstruction of a public way, whereby the plaintiff was inconvenienced, and he also incurred expense in removing the obstruction. The Court held, in accordance with former authorities, that damage such as this would not support the action. The case of *Rickett* v. *Metropolitan Railway Co.*, was of course cited, and Kelly, C.B., in his judgment says, "it is impossible to look at that case, without seeing that it was thought that the law had been already extended too far, in allowing actions of this nature to be maintained." It seems, therefore, probable that full effect will be given by the courts of law to the principles laid down in *Ricketts' case*, and that the cases of *Baker* v. *Moore* and *Wilkes* v. *Hungerford Market Company* must therefore now be considered as overruled. *Winterbottom* v. *Lord Derby* also decided a point of practice. When a plaintiff has obtained a verdict on a material issue, the court will order a verdict to be entered for the defendant upon another issue, and will not enter a nonsuit, although leave only to enter a nonsuit is reserved at the trial, when such a course is most conducive to the interests of justice.

COURTS.

LORD CHANCELLOR.

Dec. 11.—*The Kent Coast Railway Company* v. *The London, Chatham, and Dover Railway Company.—Application to admit new evidence upon appeal.*

The *Solicitor-General* (*Ferrers* with him) moved the Court to admit certain new evidence upon the hearing of the petition of appeal in this case.

The evidence in question consisted of an affidavit of Mr. G. G. Newman, late a member of the firm of Freshfields & Newman and two other affidavits corroborative of its contents, and the object of these affidavits was to prove that at the time when a certain memorandum of heads of arrangement between the two companies was submitted to an extraordinary general meeting of the latter company, certain disputed words formed a part of the memorandum. Mr. Newman's ill-health was alleged as the reason why this evidence had not been adduced before.

Bacon, Q.C., and *Greene*, Q.C. (*Kekewich* and another with them), opposed the application, contending that the suitor was bound to complete his case when he first came before the Court, that the evidence might reasonably have been forthcoming earlier: and that in any case this application should stand over till the hearing of the appeal, when the court would be in full possession of the facts in the case, and best able to judge whether or no the evidence ought to be addmitted; and that the defendant's case might be unduly prejudiced by its being admitted now.

LORD CHELMSFORD, C.—I do not see what harm I can do by admitting this evidence now. Under the circumstances I allow the evidence to be filed, but as the plaintiffs are asking for an indulgence, they must pay the costs.

Dec. 11.—*Jurisdiction of Court of appeal in Chancery to day's proceedings.—Scottish Union Life Assurance Company* v. *Steele.*—The defendant Steele having presented an appeal from a decree of Vice-Chancellor Wood in an interpleaded suit, filed a bill for specific performance of an alleged agreement for the compromise of the litigation against his co-defendants, the successful litigants in the court below, and sought by motion before the Lord Chancellor to restrain all proceedings under the decree of the Vice-Chancellor. The Lord Chancellor while allowing the hearing of the appeal to stand over over until the specific performance suit should be disposed of, or until further orders refused to make any order staying the proceedings under the Vice-Chancellor's decree, upon the ground that any such application ought to be made to the Vice-Chancellor, and that he himself had no jurisdiction.

VICE-CHANCELLOR MALINS.

Dec. 6.—*Palmer* v. *Walesby.*—William Palmer, a man of upwards of 70 years of age, and alleged to be of weak intellect, a retired farmer, residing at Winterton, in Lincolnshire, engaged the defendant Emily Walesby, as his housekeeper. The bill was filed by a relative as his next friend, he being the nominal plaintiff, to restrain her interfering with his property and from marrying him, it being alleged that she had threatened to do so, "if any fuss was made." An *interim* order was granted in the long vacation, and the case was now brought on upon the motion, and a cross motion to commit for an alleged breach, and a gentleman in the county who prepared the will or wills was examined *viva voce* in court. There was a great conflict of testimony. The wills were produced to the Vice-Chancellor, and read by him only.

Glass, *Q.C.*, and *Nalder*, appeared for the plaintiff; *Hardy*, *Q.C.*, and *Bovill*, for the defendant. After a considerable discussion the following order was taken by arrangement:—The next friend undertaking to present a petition for an inquiry as to the lunacy of William Palmer forthwith, and to proceed with the same with due dilligence, and the defendant undertaking not to interfere with and not to marry William Palmer, nor interfere with his property or affairs, or to remove him from his house at Winterton, and also not to interfere with or prevent the next friend or his solicitor from seeing William Palmer alone; the bill not to be dismissed otherwise than with costs until the motion was disposed of. Stay all proceedings till further order, with liberty to apply.

COURT OF EXCHEQUER.

Nov. 25.—A motion having been made to change the *venue* on the ground of the balance of convenience under the Common Law Procedure Act, 1853 and 1862, the Chief Baron, in delivering judgment, made some remarks as to the principle by which the Court should be guided in granting motion of this kind. In these remarks, however, the other Barons (Fitzgerald and Deasy) did not concur. He said that the Courts had been, in his opinion, less willing than they should have been to change the *venue*. Immediately after the passing of the Act it had been found very difficult to persuade the court to change the *venue* in transitory [personal] actions, but this strictness had now been somewhat relaxed and he thought it should be relaxed further. But still the balance of convenience should govern the Court, and in this case two objections were made—first, the delay that was necessarily incident to trying an action in the country where the trial, if it took place in Dublin, would be after Michaelmas term. But as this argument would apply in every motion to change the *venue* from the country to Dublin, if made in Michaelmas Term, and it ought not to be taken into account by the Court, except in exceptional cases, as where a man's reputation was involved and in some exceptional cases of money demands in which a speedy trial might be necessary. Secondly, that this was not a *bonâ fide* application. But he would always require very strong proof of an assertion that an application of this nature was not *bonâ fide*, and he could not consider it such on a mere suspicion.

In a subsequent case the Chief Baron said that one of his reasons for the above expression of opinion was a case he has had to try in Cork, the action being for trespass on land situate in Dungannon, Co. Tyrone. The witnesses were kept in Cork seven or eight days, and on the Chief Baron asking why a motion had been made to change the *venue*, he was told the Court had been so strict in giving costs against any who failed in such a motion, that it was not thought safe to risk it. It is believed in this case there was another explanation.

LIVERPOOL WINTER ASSIZES.

The business of these assizes opened at St. George's Hall, Liverpool, on Thursday. Mr. Baron Martin sat in the Crown court, Mr. Serjeant Shee on the civil side.

Mr. Baron Martin in charging the grand jury said:—I think I have sat in this court and tried as many as twenty-five or thirty cases of robbery with violence, for at that time it was the fashion to commit garotte robberies. But in the whole of this calender there is only one case of robbery from the person, and I cannot but think it is a very creditable thing to the police of this part of the country that such things as highway robberies, as are called in the country, and garotte robberies as they are called in the town do not seem to have occured in this hundred of West Derby since the last summer assizes. It really speaks well for the people that they have not committed these violent robberies. In the hundred of Salford, or at least in Manchester, it was a dangerous thing for people to go about at all, and that that has been completely suppressed in the hundred of West Derby must be due to the excellence of your police, who do their duties very creditably.

COUNTY COURTS.

BIRMINGHAM.

(Before Mr. R. WELFORD, Judge).

Dec. 2.—*Mason* v. *Barney*; *Fawdry* v. *Organ*, and other cases.—*Operation of a composition deed under section* 192 *of the Bankruptcy Act*, 1861, *when a judgment has been obtained in the county court prior to the completion of the deed.*

The following judgment was this day delivered:—

The questions argued in this case (applicable also to many others standing over by adjournment) relate to the operation of a trust or composition deed, under the 192nd section of the Bankruptcy Act, 1861, where a judgment has been obtained in the county court prior to the completion of such a deed.

By the 198th section of the Bankruptcy Act, 1861, a a trust deed having been made in compliance with previous sections of the Act, it is declared that "no execution, sequestration, or other process against the debtor's property in respect of any debt, and no process against his person in respect of any debt, shall be available to any creditor or claimant without leave of the Court; and a certificate of the filing and registration of such deed shall be available

to the debtor for all purposes as a protection in bankruptcy." Now the question turns upon this: is or is not a commitment of a defendant under the County Court Acts for non-payment of a sum of money, "a process against his person in respect of any debt," within the 198th section? I before held that such a commitment did not fall within the meaning of that section, and that a registered deed does not operate as a protection against commitment for non-payment of a prior judgment of the county court. I am not aware that there has been any direct decision by any of the superior courts on the subject, but in *Ex parte Lay, re Wollams*, 5 County Court Chronicle, N.S., bankruptcy, p. 63, Mr. Commissioner Goulburn held that such a commitment was not a process within the 198th section of the Bankruptcy Act, 1861, but a punishment for the defendant's contempt of the order of the Court. And in *Lyons* v. *Pullinger*, Mr. Baron Bramwell, on the 10th of August, 1866, made a similar decision in Chambers, when he refused to discharge the defendant, observing "that commitment for non-payment of a county court order was not a process but a punishment." Probably those decisions are sufficient to justify me in following them, but it will perhaps be satisfactory also to examine the principle to be educed from the several Acts of Parliament under which commitment for non-payment of a county court order is made.

When imprisonment for debts not exceeding £20 was abolished, it was found that debtors to that amount who had no tangible property were enabled to escape altogether from payment of their debts, notwithstanding they were in receipt of earnings amply sufficient for payment of such debts had they been willing to pay them. This led to the passing of the Act for the better securing the payment of small debts (8 & 9 Vict. c. 127), under which debtors (under £20) were liable to be summoned to the Bankruptcy Court, the Insolvent Debtors' Court, &c., to be examined as to their means, to be ordered to pay their debts by instalments, and to be committed for disobedience of such orders. The following year, by 9 & 10 Vict. c. 95, the County Courts were established, and powers of making orders for payment of debts by instalments, and of commitment for non-payment, with which we are all familiar, were given to the County Court Judges. Under this Act the jurisdiction was confined to small debts, *i.e.* not exceeding £20. By the 98th section, a plaintiff who has obtained an unsatisfied judgment, or order for payment of debt, or damages, may obtain a summons to the defendant to appear and be examined upon oath, "touching his estate and effects, and the manner and circumstances under which he contracted the debt, or incurred the damages or liability, and as to the means and expectation he then had, and still hath of discharging the same, and as to the disposal he may have made of any property." Then by the 99th section, if the defendant so summoned shall not attend, nor allege a sufficient excuse for not attending, or shall refuse to be sworn, or to disclose any of the things mentioned in the preceding section, or if he shall not make answer touching the same to the satisfaction of the judge, or if it shall appear by the examination or by any other evidence that the defendant has obtained the credit under false pretences, or by means of fraud or breach of trust, or without having had a reasonable expectation of being able to pay, or shall have caused to be made any gift, delivery, or transfer of any property, or concealed or removed the same, with intent to defraud his creditors; or if it shall appear that the defendant has, or since the judgment has had sufficient means to pay the debt or damages and costs, either altogether or by instalments, and if he shall refuse or neglect to pay the same as ordered, the judge may commit such defendant for any period not exceeding forty days. By the 103rd section it is declared that such imprisonment is not to operate as a satisfaction or extinguishment of the debt or other cause of action, nor deprive the plaintiff of his right to execution against the defendant's goods or to summon him anew. Here it is obvious the imprisonment authorised to be inflicted on a defaulting defendant partakes largely of the nature of a punishment—that it is, in fact, *quasi* penal, and altogether different from the imprisonment for debt in ordinary cases where such imprisonment operates as satisfaction of the debt. Then, by the Act "to amend the Acts relating to the county courts," 19 & 20 Vict. c. 108, the jurisdiction of the county court is extended to debts, &c., of £50; and, by the 61st section of that Act, it is provided that "any judgment summons issued out of a county court under the 98 section of the 9 & 10 Vict. c. 95, or under this Act, or any warrant of commitment in respect of an unsatisfied judgment or order of a county court, may respectively be in the form or to the effect given in schedule B to the Act numbered respectively 2 and 3; and all such summonses or warrants shall be deemed sufficient to justify proceedings under them without any further statement of facts to show jurisdiction. On referring to these forms we find that, by a note appended to the warrant of commitment, this form is applicable to judgments by default or consent, "and to all orders within the jurisdiction of the court." It is plain, therefore, that the same rule as to commitments applies to the defendants whose larger debts are recoverable under the second Act (19 & 20 Vict. c. 108), as to the defendants for whose small debts judgments have been recovered under the earlier Act (9 & 10 Vict. c. 95). It is reasonably clear that from the first Act for enforcing small debts by means of limited, and if needful, successive, periods of imprisonment, the principle upon which such imprisonment was inflicted was essentially, punishment for that which has been deemed a fraud, either in the inception of the debt, &c., or in a persistent refusal to pay when the defendant had the means of payment. It is to be noticed that no such commitment can be made until the judge has been satisfied by the defendant's examination, or by other evidence, that such commitment is a proper one to be made according to the terms of the statute. But a subsequent Act (22 & 23 Vict. c. 37), "limiting the power of imprisonment for small debts exercised by the county court judges," renders it, as it appears, to me quite certain that the commitment authorised is strictly a punishment, and in no reasonable sense a process within the meaning of the 198th section of the Bankruptcy Act, 1861. By this Act the defendant summoned is not to be committed for non-attendance, nor shall the judge have power to commit unless it shall appear that the defendant has obtained the credit under false pretences, or by means of fraud, &c., very much in the same language as is used in the 99th section of 9 & 10 Vict. c. 95. Here we see that the power of commitment is expressly confined to what the Legislature has evidently treated as a fraudulent incurring of liability or a fraudulent refusal to pay. I am of opinion, therefore, that a registered deed under the 192nd section of the Bankruptcy Act, completed after a county court judgment or order, forms no bar to the commitment of the debtor defendant for non-payment of the amount directed to be paid under such judgment or order.

And this applies equally whether the debt or instalment has become actually payable under the judgment or order, or not, at the time the deed is completed. It is the judgment or order which renders a defendant liable to commitment, but of course no judgment summons can be issued against him until some default in payment has been made. As to a judgment by default under the Bills of Exchange Act in the county court: by the order in Council of February, 1856 (made under the provisions of the Bills of Exchange Act, 1855), it is directed that such Act shall apply to the county courts established under 9 & 10 Vict. c. 95, in respect of actions upon bills and notes where the plaintiff claims a sum not exceeding £50. By section 45 of 19 & 20 Vict. c. 108, where a judgment has been obtained in a county court for less than £20, the judge may order such sum and costs to be paid by instalments, and in cases where more than £20 are recovered, the order must be for payment within fourteen days, unless the plaintiff and defendant, or their attorneys, shall consent that the same shall be paid by instalments. Now, a judgment by default, under the Bills of Exchange Act, is a judgment by the county court, to which this section is applicable. The course of proceeding under this Act is this: On judgment by default the plaintiff immediately sues out execution, and, in case there be no goods to levy upon, and a return to that effect made, the plaintiff can obtain a judgment summons, which is issued in the form No. 2 in schedule B, to the 19 & 20 Vict. c. 108. In this summons it is recited that the plaintiff has obtained a judgment against the defendant for such a claim and costs, upon which and subsequent process the sum of £—— is now due, and the defendant is then required to appear and be examined as to his estate and the circumstances under which the debt was contracted in the usual manner. Then, No. 3 in the same schedule is the form of commitment, founded on the previous summons, to which is appended the following:—"N.B. This form is to be applicable to all judgments recovered at the hearing, or by default or by consent, and to all orders within the jurisdiction of the Court."

I am of opinion, therefore, that after a judgment has been obtained in the county court, under the Bills of Ex-

change Act, the defendant is liable to be committed upon a judgment summons for non-payment of the amount of the judgment and costs, notwithstanding this subsequent execution by the defendant of a registered deed, under the 192nd section of the Bankruptcy Act, 1861. In fact, such a deed affords no more protection to the defendant against the judgment by default in the county court under the Bills of Exchange Act, than against an ordinary judgment of the county court on a hearing.

Another of the cases referred to in the argument was that of a judgment debtor's summons, that is, where a plaintiff having obtained judgment in any competent court against a defendant for a sum not exceeding £20, is authorised by 8 & 9 Vict. c. 127, and 10 & 11 Vict. c. 102, to apply to the registrar of the county court of the district in which the defendant resides for a summons to appear and answer the usual questions as to his means of payment and the like. On such examination the judge may (according to circumstances) make an order for payment of the debt, "by instalments or otherwise." If that order is not obeyed the defendant may be summoned and committed, and the summons and commitment will be in the respective forms 2 and 3 in schedule B to the Act of 19 & 20 Vict. c. 108. And it is to be noticed that in each of those forms the word "order" will be used instead of "judgment." Now I think that, until an order has been made by the judge of the county court under the judgment-debtor summons, the defendant has not come under the jurisdiction of the court, and, consequently, the operation which the several Acts of Parliament I have referred to have given to the "judgment or order" of the county court, will not arise. Thus a trust deed under the 192nd section of the Bankruptcy Act, 1861, executed and registered after the order made by the county court, will form no protection against commitment for non-payment of the amount ordered to be paid; but such a deed, executed and registered before any order has been made by the county court on the judgment-debtor summons, may properly be held to operate as a protection against any commitment on such summons, as being a process against the defendant's person, in respect of the judgment debt, within the 198th section of the Bankruptcy Act, 1861. These cases comprise all summonses for commitments which commonly occur in this court, and I think there will be no difficulty in applying my decision to each case as it occurs.

The last case to be mentioned is that in which a defendant has become bankrupt since the date of a judgment or order in the county court, and has obtained his protection. I think the result of the decisions as to the effect of protection in bankruptcy is that it affords no protection against commitment for default in payment of a county court judgment or order. All the reasoning and authorities I have used and referred to apply equally to a protection in bankruptcy as to the protection afforded by a registered deed; in fact the 198th section of the Bankruptcy Act, 1861, expressly says that such a deed "shall be available to the debtor for all purposes as a protection in bankruptcy." A decision, therefore, that a valid deed under this 192nd section is no protection against a county court judgment involves the like decision as to a protection in bankruptcy.

But in practice somewhat different considerations apply to a county court judgment summons against a protected bankrupt, to those which apply to a debtor who has succeeded in obtaining a valid protecting deed. The protected bankrupt is under a pending process, which will probably result in an order of discharge which is clearly an answer to a county court judgment summons. His actual condition is a temporary one—it is transitional. He can have no property of his own, for by the bankruptcy everything he had or which comes to him before he has obtained an order of discharge, vests in his assignees. An inquiry, therefore, as to his present means of payment will usually show but slender ability to pay. Then the acts of fraud, &c., in contracting his debt, for which he may be punished under the county court judgment summons, may be punished at least as severely under the bankruptcy. On the other hand, a debtor protected by a valid deed under the 192nd section, is not only entitled to retain all property acquired or succeeded to after the date of the deed, but he may, and often does retain the whole of his then property, having made by the deed some trifling composition on his debts as the consideration. Such a deed is not unfrequently used to defeat the claim of a particular creditor, or to evade the pressure of some urgent demand; the debtor is usually better able to pay after such a deed than he was previously, and, as a matter of strict justice and equity, the power of enforcing a judgment obtained in the county court, notwithstanding a subsequent registered composition deed, must very often commend itself to the mind of the judge. It is true (at all events of the small bankruptcies which come before me) that the elements of fraud, and great suspicions of fraud, are often very apparent; but, in the absence of opposition by creditors, the statute law has given an immunity to bankrupts; and when hearing judgment summonses as a county court judge, I shall necessarily apply a different test, and have regard to different considerations, in the case of a protected bankrupt, to that of a debtor protected by a registered deed.

BLACKBURN.

(Before W. A. HUTTON, Esq., Judge.)

Dec. 9.—*Balderstone* v. *Starkie and Others.*—*Administration plaint.*—The defendants to this plaint were the executors and infant son of Richard Balderstone, deceased. The plaint prayed an account of the personal estate of the deceased, and of the rents and profits come to the hands of the executors, the appointment of a receiver, and the granting of such other relief as the Court might think fit. After an investigation the Registrar found the defendants indebted to the personal estate £63 16s. 5d., and to the real estate £40 19s. 9d.; and they were ordered to pay the sums named into court within two months; costs being meanwhile reserved.

HUDDERSFIELD.

(Before J. STANSFELD, Esq.)

Dec. 9.—*Dyson* v. *Thornton.*—*Statute of Limitations.*—In this case L. Dyson sued W. Thornton to recover £42 10s., being one-third of an amount paid by the plaintiff to the Queen Hotel money club, on behalf of the defendant. It seemed that Mr. Ebenezer Thornton was a member of the club, and drew out the sum of £300, the sureties being the plaintiff, the defendant, and another party. The principal being unable to meet his engagement with the club, the plaintiff paid the remaining £127 10s., for one-third of which account he now sued the defendant. The defendant pleaded the Statute of Limitations.

His HONOUR would not allow the statute to be pleaded and refused to grant a new trial.

GENERAL CORRESPONDENCE.

PROBATE COURT PRACTICE.

Sir,—In reply to the observations of a "Constant Reader," in your impression of the 7th inst., on my former letter, I do not attach any blame to the Probate Court office or its officers, nor do I think there is anything in my letter that will fairly bear this interpretation. Personally I have always met with the greatest courtesy from all employed at the Probate Court. I should have thought it would have been a saving of time, trouble, and money if something like the practice in the Registrars' and Chief Clerks' offices in Chancery was adopted in the Probate Court. I do not see that your correspondent has yet proved the necessity of having all documents stamped, executed, and sworn before they are examined by the Registrar; clearly it would not impose upon him any more work whether the stamps, &c., are put on before or after his examination of the papers. A CITY SOLICITOR.

Dec. 7.

ABORTIVE NEGOTIATION FOR LOAN.

Sir,—Your correspondent "A tenant for life," appears to be under an impression that some special law exists applicable to the recovery by a solicitor of compensation for his time and trouble in endeavouring to procure a loan, where such loan is not obtained by reason of the inadequacy of the security offered, but I doubt much whether he will discover the existence of such a law. The fact is, or I am much mistaken, the law of the case is that which entitles a solicitor to payment for work done, and I can see no reason why a solicitor should not recover charges for attempting to negotiate a loan, supposing always he should think it worth while to go into court for so paltry a sum. But, and I would especially call "a tenant for life's" attention to this, the ordinary custom in a case of the negotiation for a loan prov-

ing abortive is for the solicitor to make no charge or only a nominal one of a guinea. The case put by your correspondent is rather out of the ordinary course, being that of a solicitor who answered an advertisement, thereby expecting to find a client. For my own part I should not in such circumstances think of making any charge, for I doubt whether the relation of solicitor and client could be shown ever to have existed.

CHANCERY LANE.

Sir,—Perhaps some of your readers will kindly inform me how the partition of *chattels*, such for instance as plate, jewellery or pictures can be worked out under a decree in chancery.

JOINT TENANT.

[See the decree in *Keighley* v. *Lindsay*, 1858 A. 2262.—ED. S. J.]

APPOINTMENTS.

Mr. CHARLES THOMAS NELSON (Southall & Nelson, Birmingham) has been appointed by the Lord Chancellor a Commissioner to administer oaths in the High Court of Chancery.

Mr. MATTHEW REID SHARMAN, of Wellingborough, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Northampton.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

ROYAL ASSENT.

Dec. 8.—The Royal Assent was given to the Sales of Land by Auction Bill, the Metropolitan Streets Act (1867) Amendment Bill, and the Totnes, Reigate, &c., Writs Bill.

Dec. 6.—The Sales of Reversions Bill and the Metropolitan Streets Act (1867) Amendment Bill were read a third time and passed.

Dec. 8.—The House adjourned until the 13th of February.

HOUSE OF COMMONS.

Dec. 6.—The Lords' Amendments to the Metropolitan Streets Act (1867) Amendment Bill were agreed to.

Dec. 8.—Mr. Lanyon asked the Chief Secretary for Ireland what course the Government intended to pursue in reference to the late Fenian processions, so as to insure the important administration of the Party Emblems Act.

The Earl of Mayo said the reports of the local authorities and police would be laid before the Attorney-General for their opinion whether or no the Act had been infringed, and that if their reply were in the affirmative every effort would be made to bring the parties to justice. It was, however, the duty of the Executive to administer laws, and not to make them. Every meeting ostentatiously held for treasonable purposes would be illegal, and if these displays were found to partake of that character, it would be for the Government to consider how they should act.

Rateable Property.—Mr. Goschen gave notice that on the motion for going into committee of supply on the 21st of February, he should call the attention of the House to the last report of the Metropolitan Board of Works and to the continuous increase of the burdens made for various purposes in London and elsewhere on the owners of rateable property.

Corrupt Practices at Elections.—Colonel Taylor gave notice that the Chancellor of the Exchequer would on Thursday, the 13th of February, move for leave to bring in a bill to amend the laws relating to election petitions, and to provide more effectually for the prevention of corrupt practices at parliamentary elections.

The House adjourned until the 13th of February.

Sir Roundell Palmer's Sales of Reversions Bill, which received the Royal assent on the 8th, was slightly altered before it became law. It now runs as follows :—

"Whereas it is expedient to amend the Law, as administered in Courts of Equity, with respect to sales of Reversions :

Be it enacted &c.—

"1. No purchase made *bona fide*, and without fraud or unfair dealing, of any reversionary interest in real or personal estate, shall hereafter be opened or set aside merely on the ground of fraud or undervalue.

"2. The word purchase in this Act shall include every kind of contract, conveyance, or assignment under or by which any beneficial interest in any kind of property may be acquired.

"3. This Act shall come into operation on the 1st day of January, 1868, and shall not apply to any purchase concerning which any suit shall be there depending."

In the bill as originally framed, the first section ran as follows : "No decree shall be made by any Court of Equity, in any suit to be hereafter instituted, to set aside, on the ground of mere undervalue, any purchase, made *bona fide*, and without fraud or unfair dealing, of any reversionary interest in real or personal estate."

It seems now, therefore, additionally plain that, as we noticed last week, the operation of the measure is *pro*spective as regards the suit and *retro*spective as regards the date the contract or purchase. It has, however, been suggested that the words "may be acquired," in section 2, seem to apply only to future events. But the limitation contained in section 3 places it, we think, beyond doubt that the Act is retrospective as regards the date of the transaction, and therefore that the words "may be acquired," in section 2, are to be referred simply to acquirements, irrespective of its date.

IRELAND.

THE SOCIETY OF THE ATTORNEYS AND SOLICITORS OF IRELAND.

An adjourned meeting of this body was held on Tuesday, in the Solicitors' Hall, Four Courts, for the purpose of receiving a report from the scrutineers as to the result of the ballot for the election of a council for the ensuing year, and for the transaction of other business.

Mr. Barlow, Vice-President, was moved to the chair.

The secretary read the following list of the council appointed for the ensuing year :—

Council—R. J. T. Orpen, A. Barlow, W. Roche, G. Beamish, R. J. T. Macrory, E. Reeves, W. Read, J. H. Nunn, G. C. Colles, H. T. Dix, W. Findlater, V. Daly, M. Anderson, J. F. Goodman, A. Molloy, J. T. Hinds, D. Fitzgerald, H. A. Dillon, J. M. Williamson, E. T. Stapleton, H. J. P. West, E. G. Foley, E. L. Alma, W. J. Cooper, T. T. Mecredy, A. Ellis, S. Davis, T. Geoghegan, C. Kernan, T. Crozier, and P. J. Kelly.

Mr. Shannon then rose and said that, as he had been the principle author of the change made in December, 1864, in the election of the council, it appeared to him that a proper opportunity had arrived for saying a word or two on the experiment which they had thus tried. The resolutions proposed by him on that occasion were five in number, and of these resolutions he should say that those relating to the inducement to country candidates to come forward were excellent, but that with regard to the election of the former members of the council was a mistake, and ought to be rectified. He was aware that he could not put the question to the meeting on that occasion, but he considered that it would be no harm that he should give fair notice of his intention of proposing a resolution on the subject. In the old system there was a wasteful expenditure of votes, but he hoped the following resolution would include the good and exclude the bad portion of the old mode of voting :—

"We are of opinion that the present system of election of twenty-one members of council of the Law Society is not satisfactory, as it in practice continues the same individuals from year to year; and we are of opinion that each voter should be limited to twenty-one members of the outgoing council, and ten new members of the Law Society, so that the council shall consist of twenty-one members of the old council with the highest number of votes, and ten new members with the highest number of votes.

He submitted that this plan would secure the infusion of new blood into the council, and that it would give a greater interest to their half-yearly meetings, the attendance at which was becoming smaller every year.

A vote of thanks was then passed to the chairman, and the proceedings terminated.

UNIVERSITY COLLEGE, LONDON.—Mr. C. M. Warmington has obtained the Hume Scholarship in Jurisprudence of £20 per annum, tenable for three years.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

PROBATE DUTY PAYABLE IN RESPECT OF LEASEHOLDS IN MORTGAGE.*

This is the fourth occasion on which I shall have addressed your association on the subject of "probate duty payable in respect of leaseholds in mortgage" I first drew the attention of the association to the error of the prevailing practice of paying probate duty on the gross value of leaseholds in mortgage, by a paper which I read at the annual meeting held in Birmingham in October, 1862, and lastly by a paper which I read at the annual meeting held at Canterbury in October, 1866,† at which time I expressed my regret that the abuse continued, as may be said to be the case at the present time, although I am happy to say I think that the time is not far distant when it will be as a thing of the past; so that I do not apprehend that I shall again have occasion to appear before you.

Were the grievance a light one, I might have felt I had done sufficient, and with propriety have left it for time to remedy, however, the grievance not being a light one, but one that prevails to a seriously damaging extent throughout the kingdom, I felt bound not to let the matter rest until I had done all in my power to produce the desired result.

Having gone into the question fully in my former papers, were it not that there are many gentlemen now present to whom the subject is not familiar I would confine this paper to an explanation of what has resulted since the meeting at Canterbury; as it is, I will in addition, shortly recapitulate the facts and arguments which I have previously adduced:—You all know, from tiresome experience, somewhat of the trouble of obtaining a return of probate duty on account of debt paid, being bound by statute to pay duty at the outset on the gross value of the property, without deducting anything on account of debts, and I doubt not that most of you have found that not the least troublesome has been the getting back of duty in respect of mortgage money paid off subsequently to probate, and I question whether there are any here who have not in their own practice experienced loss of duty paid on these mortgages in consequence of their not having been paid off within the three years allowed by the statute.

My exertions, as many of you are aware, have been directed to show that this state of things should never have existed, the propriety of which is shown by what I have done. Many years back, I became of opinion that the section of the statute applicable to this question had been misconstrued, that the words "without deducting anything on account of debts" were not intended to have any other than their ordinary signification, and were not applicable where the estate of the deceased was but an equity of redemption, as such estate could only be arrived at by getting at and putting aside the value of the legal estate—the estate of the mortgagee. I will recapitulate. The 38th section of the statute (55 Geo. 3, c. 108, of the year 1815) provides that the "estate" shall be valued for purposes of probate, "without deducting anything on account of debts" of deceased, *i.e.*, without deducting *from the* "*estate*;" maintaining that the statute should be read thus:—That the estate and effects of the deceased are under the value of a certain sum—without deducting *therefrom*, *i.e.*, from "the estate and effects" anything on account of the debts owing by the deceased. In fact there can be no deduction from anything else but "the estate and effects" there being nothing else to deduct from; and if the estate be but an equity of redemption, the value of such estate having been ascertained by putting aside the value of the mortgagee's estate, it would I think be insensate to say that the doing so amounts to a deduction from the estate, and has only to be ascertained.

Although to you of this good city the question may not be of the moment it is to others of the kingdom where leasehold interests greatly preponderate over the freehold, yet the number of your tenancies for years must be in excess of the greater estate, and these interests must have largely suffered year by year during the fifty years and upwards this unjust practice has prevailed and will continue to suffer so long as it continues.

For eight or ten years prior to 1858 I adopted what I considered the proper course of proceedure, and no official exception was taken further than appears as I proceed, the residuary returns having been passed and stamped in every case. I resorted to no concealment, but had the valuations so framed as to show the value of the leaseholds unincumbered, the amount of the mortgage incumbrance deducted, and the balance stated as the value of the estate of the deceased, being an equity of redemption, and copies of these valuations were invariably forwarded to the Commissioners of the Inland Revenue with the residuary returns. In the year 1858 exception was for the first time taken in a case which I then had before the Commissioners, and Mr. Timb, the solicitor of Inland Revenue, wrote me threatening exchequer process, I then wrote Mr. Timb, and argued the question fully with him, after which he did not further object, and the papers then before him were duly passed and stamped, and I continued so to practice, without further exception being taken, until the year 1859, when objection was made in a case I then had before the Commissioners; but after referring to my letter to Mr. Timb the objection was withdrawn, and from that time to the present I have proceeded unquestioned.

I will not trouble this meeting with a detail of what I have done towards bringing about a remedy of the general practice. To this end I have done to the best of my ability, but I have found the old course of procedure so deeply rooted that amendment of the practice proceeds but slowly.

In September, 1865, I wrote Mr. Gladstone (then Chancellor of the Exchequer) very fully, urging ministerial action in the matter. One of the concluding paragraphs of my letter to Mr. Gladstone was as follows:—"Now comes the question what should be done. I submit that no Act of Parliament is required, that an abuse has crept in from misconception of the meaning of the statute, and that this has but to be sufficiently known to be remedied. Query therefore how to be sufficiently known? Certain official regulations exist, and are from time to time issued as to the mode of procedure connected with the payment of duties at Somerset House. Let the Commissioners of Inland Revenue adopt and promulgate a rule to meet the case which might be somewhat as follows:—

"In valuing the estate and effects of the deceased for the purposes of probate, where the deceased had leaseholds in mortgage, the gross value of the leaseholds must be first ascertained, then the value of the mortgage incumbrance (constituting the estate of the mortgagee) being deducted from the gross value, the balance left will represent the value of the estate of the deceased (*i.e.* the equity of redemption) on which only probate duty is payable.

"This I maintain is consistent with the statute, and should be the practice. This is what I have contended for for the last fifteen years, with what results I have shown; and if some such rule as the above be issued, I doubt not the desired result will be attained."

I had a lengthy correspondence with Mr. Gladstone, which continued many months, when, in June 1866, I received a letter from the Lords Commissioners of the Treasury in reply to my last letter to Mr. Gladstone, intimating "that the probate duty question, in regard to the valuation of leaseholds mortgaged, was still under consideration of the government."

Subsequently to this I read in the 10th report (1866) of the Commissioners of Inland Revenue "to the Lords Commissioners of her Majesty's Treasury" as follows:—

"It has been suggested that the law must be so construed as to permit an executor to include in his accounts for probate duty only the equity of redemption of mortgaged property, but the question having been referred to the law officers of the Crown, we have been advised by them that there is no solid foundation for such an opinion. It is, however, a case in which we consider the taxpayer justly entitled to relief, and we recommend that the law should be altered so as to admit of leaseholds under mortgage being valued for probate duty at their actual value to the estate of the deceased at the time."

And in reply to a letter from me to the present Lords Commissioners of the Treasury, towards the end of the last parliamentary session, urging "an intimation as to what course her Majesty's Government had concluded to adopt," I, in August last, received a letter intimating "that the matter to which I referred had not escaped their lordships consideration, but that the time of Parliament had been so fully occupied during the then session that their lordships had not thought it expedient to submit any measure on the subject for legislative enactment." And so the matter at

* A paper read at the Metropolitan and Provincial Law Association meeting, on the 8th ult., by Mr. Reynolds, of Birmingham.

† Vide 11 Sol. Jour. 223.

present rests; but I think it may be fairly assumed that relief will be afforded, as the Commissioners of Inland Revenue recommend a consummation to be looked forward to with satisfaction, although, as you have seen, I do not agree that legislative enactment is necessary.

I took up the question with an intention to bring it to a solution, and shall watch it to the end.

LAW STUDENTS' DEBATING SOCIETY.

Should a compulsory system of national education be established?

At the Law Institution, on Tuesday last, the debate on the above subject was opened by Mr. Lord (for Mr. Anderson), in the affimative, and after a spirited debate, the question was carried in that way by a small majority.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

MICHAELMAS TERM, 1867.

Final Examination.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

MAURICE SINCLAIR MOSELY.—King & Plummer, Bristol and London.

RALPH STRAUGHAN.—William Foster, Alnwick; and Gray, Johnston, & Mounsey, London.

FRANCIS HENRY KENDALL.—William Venn, London.

JOHN JAMES JONES.—Simons & Plews, Merthyr Tydvil.

JOHN STUART CORBETT.—Dalton & Spencer, Cardiff; and Vizard, Crowder, Anstie, & Young, London.

JAMES ELLISON TUCKER.—John James, Wringtou; and Vizard, Crowder, Anstie, & Young, London.

GEORGE LEWIS.—Daw & Son, Exeter; and Kingdon & Cotton, London.

CHARLES HENRY GLASCODINE.—Simons & Plews, Merthyr Tydvil.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. MOSELY, the Prize of the Honourable Society of Clifford's-inn.

To Mr. STRAUGHAN, the Prize of the Honourable Society of Clement's-inn.

To Mr. KENDALL, Mr. JONES, Mr. CORBETT, Mr. TUCKER, Mr. LEWIS, and Mr. GLASCODINE, Prizes of the Incorporated Law Society.

The examiners also certified that the following candidates, under the age of twenty-six, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

BENJAMIN DULLEY.—Thomas Cook, Wellingborough; and J. S. Hicks, London.

CHARLES EDWARD FREEMAN.—Brook, Freeman, & Batley, Huddersfield; and Van Sandau, Cumming, & Sons, London.

JAMES HEYGATE.—Hensmans, Northampton; and Hensman & Nicholson, London.

THOMAS CRUMP LINDOP, B.A.—Liddles, Newport, Shropshire.

HENRY EDWIN MAY.—Fraser & May, London.

The council have accordingly awarded them certificates of merit.

The examiners also reported to the council that there was no candidate from Liverpool in the year 1867 who was, in their opinion, entitled to honorary distinction.

The council have, therefore, withheld the Gold Medals founded by Mr. Timpron Martin and Mr. John Atkinson.

The examiners also reported that there was no candidate from Birmingham in the same year who was, in their opinion, entitled to honorary distinction.

The council have accordingly communicated this report to the Liverpool and Birmingham Law Societies.

Number of candidates examined, 93; passed, 76: postponed, 17.

WE believe the rumour respecting the approaching retirement of two of her Majesty's common law judges to be entirely without foundation. By the way, the *Law Times*, which on the 23rd ultimo objected to our contradicting "the rumoured retirement of particular judges," has to day the following paragraph, "We are asured that there is no truth whatever in the rumour, so persistently circulated in Westminister Hall, that two of the members of the judicial bench contemplate, &c." It was odd enough to object to the contradiction of an unfounded report; followed by a contradiction from the organ which objected to a contradiction, the oddity becomes odder still.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, Dec 13, 1867.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 92⅞
Ditto for Account, 93
3 per Cent. Reduced, 93
New 3 per Cent., 93
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '72 102
Annuities, Jan. '80 —
Annuities, April, '85
Do. (Red Sea T.) Aug. 1908 20½
Ex Bills, £1000, — per Ct. 37
Ditto, £500, Do —
Ditto, £100 & £200, — pm
Bank of England Stock, 5½ per Ct. (last half-year) 243
Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 225
Ditto for Account
Ditto 5 per Cent., July, '80 113 x d
Ditto for Account, —
Ditto 4 per Cent., Oct. '88 100½
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent. 88½
Ind. Enf. Pr., 5 p C., Jan. '72, 103⅜
Ditto, 5½ per Cent., May, '79. 100½
Ditto Debentures, per Cent., April, '64 —
Do. Do., 5 per Cent., Aug. '73 106
Do. Bonds, 5 per Ct., £1000, — pm
Ditto, ditto, under £1000, 58 pm

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	83
Stock	Caledonian	100	76
Stock	Glasgow and South-Western	100	96
Stock	Great Eastern Ordinary Stock	100	31⅜
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	110
Stock	Do., A Stock*	100	112½
Stock	Great Southern and Western of Ireland	100	96
Stock	Great Western—Original	100	44¼
Stock	Do., West Midland—Oxford	100	30
Stock	Do., do.—Newport	100	31
Stock	Lancashire and Yorkshire	100	124½
Stock	London, Brighton, and South Coast	100	51⅝
Stock	London, Chatham, and Dover	100	19
Stock	London and North-Western	100	116½
Stock	London and South-Western	100	79
Stock	Manchester, Sheffield, and Lincoln	100	47½
Stock	Metropolitan	100	115½
Stock	Midland	100	112½
Stock	Do., Birmingham and Derby	100	81
Stock	North British	100	33½
Stock	North London	100	116
10	Do., 1866	5	6½
Stock	North Staffordshire	100	62
Stock	South Devon	100	44
Stock	South-Eastern	100	68⅜
Stock	Taff Vale	100	150
10	Do., C	—	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

A short time ago it appeared quite as if public confidence was to be at last restored to the English markets, and the dulness which has brooded over them for so long were finally about to take wing. A reaction then took place, which, at the commencement of the week which has just elapsed, received an augmentation from Paris. The speech of M. Rouher, on the 5th, had a most depressing effect on the English markets; and the subsequent tone of the French debates has not tended to a revival. In the share market there is little to record, beyond fluctuations between various degrees of dulness.

Rentes 69f. 47c.

IN a real property case before a French judge, at an early period of the Revolution (the story is told by the elder Berryer) the defendant, whose title was contested, proved that the estate had been in his family for more than two hundred years. "Well, then," said the judge, "it is now full time for another family to have a turn."—*Oriental Mail.*

UTILITY OF LAW LATIN.—A member of the General Assembly of Rhode Island once moved to translate all the Latin phrases in the statute so that the common people could understand them. The exquisite folly of such a measure was by no means obvious to the great body of the Assembly. It was quite as likely to pass as not. A good solid argument against it would probably have carried it through. The late Mr. Opdyke took the ground that it was no advantage to have the people understand the laws

They were not afraid of anything they understood. It was these Latin words they were afraid of.

"Mr. Speaker, there was a man in South Kingston about twenty years ago a perfect nuisance, and nobody knew how to get rid of him. One day he was hoeing corn and he saw the sheriff coming with a paper, and asked what it was. Now if the sheriff had told him it was a writ, what would he have cared? But he told him it was a *capias ad satisfaciendum*, and the man dropped his hoe and ran, and has not been heard of since."

Nor has the proposition to translate the Latin words in the statute been sinced proposed.—*Pittsburgh Legal Journal.*

THE Marines are setting, as they have always done, a good example to the rest of the British army. Captain Frederic Blake, of that corps, has been exempted from his military duties in order that he may study law at the Middle Temple, with the view of qualifyiug himself for the duties of a deputy judge advocate. He now acts as deputy judge advocate to all general courts-martial held for the trial of members of the corps of Royal Marine Artillery and Light Infantry. *O sic sic omnes.—Pall Mall Gazette.*

ESTATE EXCHANGE REPORT.

AT THE MART.

Dec. 5.—By Messrs. RUSHWORTH, JARVIS, & ABBOTT.

Freehold property, known as the Windsor Theatre, Thames-street, Clewer, Berks.—Sold for £1,030.

Freehold business premises, situate in New Park-street, Southwark, let on lease at £100 per annum—Sold for £3,300.

Freehold public house, known as the White Bear, situate adjoining the above, let on lease at £60 per annum—Sold for £1,550.

Leasehold seven houses, Nos. 1 to 7, New Park-street, Southwark, producing £209 per annum; term, 71 years from 1827, at £35 per annum—Sold for £1,350.

Leasehold six houses, Nos. 8 to 13, New Park-street, producing £151 per annum; term, 71 years from 1828, at £18 per annum—Sold for £1,130.

Leasehold business premises, Nos. 16 and 17, New Park-street, let at £115 per annum; term, similar to above, at £12 per annum—Sold for £1,160.

Dec. 9.—By Mr. SALTER.

Freehold, 2 houses, Nos. 4 and 27, Regent-square, Saint Pancras, annual value £70 each—Sold for £1,840.

Dec. 10.—By Messrs. DEBENHAM, TEWSON, & FARMER.

Freehold, 5a 2r 30p of building land, situate in the Upper Worple-road, Wimbledon.—Sold for £4,000.

Freehold building site, situate in Whitecross-street, in the City of London, occupying an area of about 1,200 sqare feet.—Sold for £1,270.

Leasehold residence, known as the Lindens, Effra-rd, Brixton, let on lease at £80 per annum; term, expiring in 1923 at £35 per annum—Sold for £676.

Leasehold, 4 houses, Nos. 1 to 4, Church-road, Brixton, producing £107 18s. per annum; term, expiring in 1887, at £12 per annum.—Sold for £610.

By Messrs. BEADLE.

Freehold mansion, with stabling, outbuildings, lawns, pleasure grounds, and paddocks, &c., containing 9a 0r 19p.—Sold for £6,500.

Dec. 11.—By Messrs. EDWIN, FOX, & BOUSFIELD.

Leasehold residence, known as Holly Lodge, Upper Church-street, Chelsea; term, 39 years unexpired, at a peppercorn.—Sold for £730.

Leasehold residence, known as Grape Cottage, Upper Church-street, underlet for the whole term at £37 5s. per annum; term, similar to above at a peppercorn.—Sold for £480.

By Messrs. VENTOM, CLARKE, & BULL.

Leasehold business premises, No. 24, Saint Swithin's-lane, City; term, 11 years unexpired, at £63 3s. per annum—Sold for £970.

AT THE GUILDHALL COFFEE HOUSE.

Dec. 5.—By Mr. H. E. MARSH.

Freehold estate at Camberwell, producing £599 2s. per annum, comprising 17 houses and shops in Southampton-street, four houses one with shop, beer-house, two plots of land, one with cottage thereon in Well-street, and four houses in Cottage-green—Sold in 28 lots, at prices ranging from £140 to £680.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

VAN SANDAU—On Dec. 9, at No. 3, Woodlands-road, Shooter's-hill-road, Blackheath, the wife of Fredk. Edgar Van Sandau, Esq., of a son.

MARRIAGES.

LEAROYD—BRIERLY—On Dec. 11, at the parish church, Huddersfield, Samuel Learoyd, Esq., Solicitor, of Huddersfield, to Mary Hannah, daughter of Joseph Brierly, of Newhouse, Huddersfield.

MARCHANT—SILVERLOCK—On Dec. 5, at the parish church of St. Paul's, Deptford, Thomas William Marchant, M.A., Solicitor, of Trinity College, Cambridge, and of Deptford, Kent, son of Thomas Marchant, Esq., of Deptford, to Margaretta, daughter of Henry Silverlock, Esq., of Wickham House, New Cross, S.E.

PROVIS—CASE—On Dec. 5, at Fareham, Thomas J. Provis, Esq., Solicitor, to Jessie Henrietta, daughter of Dr. Case.

ROBERTS—STAGG—On Dec. 5, at St. Ann's, Stamford-hill, Owen Roberts, Esq., M.A., Barrister-at-Law, Oxon, to Jane Margaret, daughter of Rowland Stagg, Esq., of River House, Stoke Newington.

STEWART—COPLAND—On Dec. 10, at the parish church of Kill, county of Dublin, Charles Stewart, Esq., Barrister-at-Law, of Lincoln's-inn, to Eliza Jane, daughter of Charles Copland, Esq., of Longford terrace, Monkstown, county of Dublin.

DEATHS

CHARLES—On Dec. 11, at 8, Elgin-crescent, Kensington-park, Ebenezer Charles, Esq., Barrister-at-Law, of Lincoln's-inn, aged 32.

CLARK—On Dec. 6, John Clarke, Esq., Solicitor, of Clifton House, Beresford-terrace, Notting-hill, aged 54.

HODGKINSON—On Dec. 11, aged 22, Charlotte Elizabeth, daughter of Edward Hodgkinson, Esq., Solicitor, of the Elms, Eltham, Kent, and of 17, Little Tower-street, E.C.

LONDON GAZETTES.

Winding-up of Joint Stock Companies

FRIDAY Dec. 6, 1867.

LIMITED IN CHANCERY.

London Quays and Warehouses Company (Limited).—Petition for winding up, presented Dec 5, directed to be heard before the Master of the Rolls, on Dec 14. Lawrence, Lincoln's-inn-fields, solicitors for the petitioners.

Langham Hotel Company (Limited).—Petition for winding up, presented Nov 29, directed to be heard before the Master of the Rolls, on Dec 14. Pead, Gt George-st, Westminster, solicitor for the petitioners.

Southampton Imperial Hotel Company (Limited).—Petition for winding up, presented Dec 4, directed to be heard before the Master of the Rolls, on Dec 14. Harwood, Cannon-st, solicitor for the petitioner.

St Enodor China Clay Company (Limited).—Petition for winding up, presented Nov 7, directed to be heard before the Master of the Rolls, on Dec 14. Noakes & Co, Finch-lane, Cornhill, solicitors for the petitioners.

Western Insurance Company (Limited).—Petition praying that the voluntary winding up may be continued, presented Dec 6, expected to be heard before the Master of the Rolls, on Dec 14. Lewis & Co, Old Jewry, solicitors for the petitioners.

TUESDAY, Dec. 10, 1867.

LIMITED IN CHANCERY.

British and American Telegraph Company (Limited).—Vice-Chancellor Wood has fixed Friday, Dec 20 at 10.30, at his chambers, for the appointment of an official liquidator.

Life, Investment, Mortgage, and Assurance Company (Limited).—Petition to continue the voluntary winding up, presented Dec 6, directed to be heard before Vice-Chancellor Stuart on Dec 20. Poole & Hughes, New-sq, Lincoln's-inn, solicitors for the petitioners.

London Flour Company (Limited). Petition for winding up, presented Dec 10, directed to be heard before Vice-Chancellor Stuart on Dec 20. Pulbrook, Threadneedle-st, solicitor for the petitioners.

National Provincial Marine Insurance Company (Limited).—Petition for winding up, presented Dec 7, directed to be heard before the Master of the Rolls, on Dec 21. Sewell & Edwards, Gresham-house, solicitors for the petitioners.

Pooley Hall Colliery Company (Limited).—Petition for winding up, presented Dec 9, directed to be heard before the Master of the Rolls, on Dec 21. Gregory & Co, Bedford-row, solicitors for the petitioners.

South Kensington Hotel Company (Limited).—Petition for winding up, presented Dec 7, directed to be heard before Vice-Chancellor Malins, on Dec 20. Mayhew & Co, Gt George-st, Westminster, solicitors for the petitioners.

UNLIMITED IN CHANCERY.

Teign Valley Railway Company.—By an order made by Vice-Chancellor Malins, dated Nov 22, that the scheme of arrangement between the company and their creditors was beneficial for all parties interested, did order that the said scheme should be confirmed. Field & Co, Lincoln's-inn-fields, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Dec. 10, 1867.

Clarke, Eunice, Ilford, Essex, Widow. Jan 7. Hambleton v Weller. V. C. Malins.

Curry, Susan, Carisbrook-villas, Hartfield-rd, New Wimbledon, Widow. Jan 14. Carter v Hankey, V. C. Malins.

Drakesley, Thos, Hartshill, Warwick, Baker. Dec 31. Powers v Drakesley, M. R.

Howard, Thos Lovett, Powis-st, Woolwich, Contractor. Jan 1. Monday v Howard, V. C. Malins.

Wigorn, Warley, Worcester, Agent. Jan 11. Leighton v Hadley, M. R.

Pearson, John, Cliburn, Westmorland. Jan 31. Johnstone v Pugmire, V. C. Stuart.

Russell, Joseph, St Alban's, Hertford, Esq. Dec 31. Dodkin v Brunt, V. C. Malins.

Southall, Gad, Botolph-lane, Colliery Agent. Jan 11. Jones v Pope, M. R.

Wheble, Joseph, Hippenscombe, Wilts, Esq. Jan 15. Blount v Wheble, V. C. Wood.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 6, 1867.

Abbott, Eliza Jane, Westbourne-pk-rd, Bayswater, Widow. Jan 15. Mayhew, Gt Marlborough-st.

Bicknell, John Hy, Whitchurch, Warwick, Farmer. Feb 1. Hobbes & Co, Stratford-upon-Avon.

Bradberry, Thos, Hightown, York, Machine Maker. Jan 13. Jackson, Cleckheaton.

Clare, John, Sankey Bridges, nr Warrington, Merchant. Jan 13. Marsh & Co, Warrington.

Conolly, John, Lawn-house, Hanwell. Jan 15. Powell & Co, Raymond-bldgs, Gray's-inn.

Cragg, Joseph, Edwards-st, Portman-sq, Esq. Feb 6. Dunster, Henrietta-st, Cavendish-sq.

Dyson, John, Watford, Hertford, Brewer. Jan 15. Wynne, Lincoln's-inn-fields.

Mayhew, Wm Gilding, Birm, Wine Merchant. Feb 9. Webb & Spencer, Birm.

Gompertz, Ephraim, Twickenham, Esq. Feb 6. Pearce & Co, Gresham-house, Old Broad-st.
Gyde, Wm, Cheltenham, Gloucester, Esq. Feb 29. Williams & Brydges, Cheltenham.
Hesketh, Wm Reginald Bamford, Queen's-gate-ter, Kensington, Esq. Feb 4. Bennett & Co, New-sq, Lincoln's-inn.
Hillier, John, Newmarket, Gloucester. Jan 15. Lovegrove, Gloucester.
Hunt, Jas, Edgbaston, Warwick, Esq. Jan 16. Best & Horton, Birm.
Hook, John, Yewtree, Dorset, Yeoman. March 25. Dommett & Canning, Chard.
Jones, Thos, Chorlton-upon-Medlock, Bricklayer. Jan 10. Norris & Wood, Manch.
Lamb, Wm Phillips, Ewhurst, Sussex, Esq. Feb 1. Mortimer, Clifford's-inn.
Lord, Jeremiah, Hareholme, nr Waterfoot, Lancaster, Woollen Printer. Jan 13. Hall.
MacIntosh, Jas, Langham-st, Marylebone, Painter. Jan 24. Kimber & Ellis, Gresham-house.
Radcliffe, Sarah, Cheetham, Manch, Widow. Dec 16. Norris & Wood, Manch.
Shepperson, Robt, Floods Ferry, Cambridge, Farmer. Feb 1. Wilders, Whittlesey.
Sikes, Wm, Wales, York, Gent. Jan 22. Broomhead, Sheffield.
Stockton, Chas, Birm, Jeweller. Feb 9. Webb & Spencer, Birm.
Trapp, Thos Pierson, Crucifix-lane, Bermondsey, Tallow Melter. Dec 31. Holmer & Co, Philpot-lane.
Webb, Robt, Gt Malvern, Worcester, Esq. Feb 9. Webb & Spencer, Birm.

TUESDAY, Dec. 10, 1867.

Dyson, John, Watford, Hertford, Brewer. Jan 15. Wynne, Lincoln's-inn-fields.
Evans, Rev Danl Warren, Child Okeford, Dorset, Clerk. Dec 31. Marshfield, Wareham.
Francis, Geo, Hatfield Broad Oak, Essex, Farmer. Jan 31. Taylor, Bishop Stortford.
Frost, Thos, Norwich, Tallow Chandler. Dec 23. Miller & Son, Norwich.
Gell, Robt, York, Solicitor. Feb 5. Blakeley & Beswick, Bedford-row.
Harris, Mary, Harwich, Essex, Widow. Jan 31. Vaux, Harwich.
Harris, Thos, Feckenham, Worcester, Draper. Jan 13. Pardoe, Bewdley.
Hill, Chas John, Tickhill, York, Esq. Feb 1. Cartwright & Son.
Lord, Jeremiah, Hareholme, Lancaster, Woollen Printer. Jan 13. Hall, Bacup.
Mayer, John, Macclesfield, Chester, M.D. Feb 3. Parrott & Co, Macclesfield.
Ridgway, John, Stoke-upon-Trent, Stafsore, Esq. Feb 1. Ward & Co, Newcastle-under-Lyme.
Salaman, Simeon Kensington, Hastings, Sussex, Gent. Feb 1. Salaman, St Swithin's-lane.
Sellers, Eliz, Kingston-upon-Thames, Widow. Jan 7. Nash & Co, Suffolk-lane, Cannon-st.
Sellwood, Hy, Weston, Somerset, Esq. Feb 1. Coverdale & Co, Bedford-row.
Smith, Richd Ryde, Isle of Wight, Esq. Jan 31. Burder & Dunning, Parliament-st, Westminster.
Webster, Ralph, Ripley, Derby, Saddler. Jan 15. Cursham, Ripley.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Dec. 6, 1867.

Atkin, Robt, Carbridge, Northumberland, Tailor. Nov 21. Asst. Reg Dec 5.
Barnett, Saml, Mildenhall, Wilts, Carpenter. Nov 9. Asst. Reg Dec 4.
Bastable, Wm Arthur Charlton, Blantyre-st, King's-rd, Chelsea, Coal Dealer. Nov 26. Comp. Reg Dec 6.
Bays, Alfred Chas, Tower-hill, Wine Tester. Nov 27. Comp. Reg Dec 5.
Bennett, Wm Thos, Rood-lane, Comm Agent, Nov 9, Comp. Reg Dec 4.
Billing, Edwin Isaac, Birm, Photographer. Nov 8. Comp. Reg Dec 4.
Blakeley, Wm, Sheffield, York, Tailor. Nov 13. Asst. Reg Dec 6.
Boam, Jacob, Wentworth-st, Whitechapel, Piece Broker. Nov 28. Comp. Reg Dec 5.
Body, Hy, Plymouth, Devon, Corn Factor. Nov 6. Asst. Reg Dec 4.
Bowins, Saml, Burham, Kent, Grocer. Nov 14. Asst. Reg Dec 4.
Bradock, John Jervis, Manch, Publican. Nov 26. Comp. Reg Dec 5.
Briggs, John, & Eliz Brook Briggs, Leeds, York, Buckram Merchants. Nov 8. Asst. Reg Dec 3.
Briggs, Wm, Lister Hills, Bradford, York, Wheelwright. Nov 20. Comp. Reg Dec 5.
Bulbeck, John, jun, Emsworth, Hants, Draper. Nov 26. Asst. Reg Dec 6.
Burney, Jas, Montpelier-ter, Teddinton, Admiral. Dec 3. Asst. Reg Dec 5.
Burton, Geo, Gilston, Sawbridgworth, Herts, Hay Dealer. Nov 28. Comp. Reg Dec 3.
Butcher, Jas, Blackpool, Lancaster, Tailor. Nov 14. Comp. Reg Dec 6.
Butts, Jas, Fenchurch-st, Wine Agent. Dec 3. Comp. Reg Dec 5.
Calisher, Hy, & Lewis Llewellyn Calisher, Russell-sq, Diamond Merchants. Dec 4. Comp. Reg Dec 6.
Carttar, Chas Joseph, Blackheath-rd, Greenwich, Kent, Attorney. Nov 27. Comp. Reg Dec 5.
Caswell, Geo Hepple, Birm, Warwick, Tube Manufacturer. Nov 9. Asst. Reg Dec 6.
Chinchen, Jas, East Cowes, Isle of Wight, Builder. Nov 27. Comp. Reg Dec 5.
Christmas, Wm jun, Abingdon, Berks, Draper. Nov 8. Comp. Reg Dec 5.
Clarke, Wm, Monmouth, Wine and Spirit Comm Agent. Nov 20. Comp. Reg Dec 6.
Clarke, John Heard, Ravenscourt-pk-villas, Hammersmith, Accountant. Dec 3. Comp. Reg Dec 4.
Coles, Chas Geo, Bayswater, Decorator. Nov 23. Comp. Reg Dec 5.
Costello, Michael Jas, Birm, House Decorator. Nov 29. Asst. Reg Dec 4.
Dowling, Dionysius Wilfred, Change-alley, Cornhill, Newspaper Proprietor. Nov 21. Comp. Reg Dec 5.
Elam, Wm, Jas Elam, & John Elam, Heckmondwike, Birstal, York Card Makers. Nov 19. Comp. Reg Dec 5.
Fletcher, Fredk, Barton-on-Humber, Lincoln, Innkeeper. Nov 22 Asst. Reg Dec 6.
Gatenby, Wm, Manch, Bookseller and Stationer. Dec 4. Comp. Reg Dec 5.
Gibbins, Wm Hy, Deptford-bridge, Greenwich, House Decorator. Nov 26. Comp. Reg Dec 6.
Goodman, Caleb, Burton-upon-Trent, Stafford, Bookseller. Nov 8. Comp. Reg Dec 4.
Green, Fredk, Sloane-st, Umbrella Manufacturer. Nov 23. Comp. Reg Dec 5.
Groomes, Rev John, Shalford, Essex, Vicar. Nov 13. Comp. Reg Dec 3.
Guerrier, Saml, Cadoxton-juxta-Neath, Glamorgan, Clerk. Nov 6 Comp. Reg Dec 4.
Gwatkin, Peter, Pontnewynydd, Monmouth, Grocer. Nov 29. Comp. Reg Dec 4.
Hamilton, Timothy, South Audley-st, Grosvenor-sq, Manager of the London Nurses Institute. Dec 3. Comp. Reg Dec 3.
Hance, Jas John, & Steph Hartley Knowles, Lpool, Woolbrokers. Dec 4. Comp. Reg Dec 6.
Hedley, Alex, Middlesbrough, York, General Dealers. Nov 19. Comp. Reg Dec 5.
Henderson, Peter Lindsay, & Robt Anderson, Lpool, Merchants. Dec 3. Comp. Reg Dec 5.
Hirschberg, Martin Hermann, Castle-st, Falcon-sq, Merchant. Nov 26. Comp. Reg Dec 5.
Hex, Ann, St Thomas, Devon, Innkeeper. Nov 6. Asst. Reg Dec 3.
Hocknell, Saml Clee, Kingston-hill, Surrey, Clerk. Nov 30. Comp. Reg Dec 6.
Hodgson, John, Kirkdale, Lpool, Builder. Nov 28. Comp. Reg Dec 5.
Holland, John, Manch, Lancaster, Bootmaker. Nov 23. Asst. Reg Dec 4.
Holt, Jas, Lpool, Grocer and Tea Dealer. Dec 2. Comp. Reg Dec 6.
Howard, Joseph, Whiston, Lancaster, Brewer. Nov 25. Asst. Reg Dec 4.
Hurman, Hy Biffen, Bridgwater, Somerset, Surgeon. Nov 26. Comp. Reg Dec 5.
Hutton, Hannah, South Stockton, York, Soda Water Manufacturer. Nov 7. Asst. Reg Dec 5.
Ivall, Jas, Celbridge-pl, Harrow-rd, Dairyman. Dec 5. Asst. Reg Dec 5.
Jones, Hy, Oswestry, Salop, Plumber. Nov 9. Asst. Reg Dec 5.
Jones, Geo Adams, Rowley Regis, Stafford, Gent. Nov 13. Comp. Reg Dec 6.
Lamb, Thos, Witton-le-Hole, Durham, Grocer. Nov 29. Comp. Reg Dec 4.
Large, Edwd Wm, jun, St James's-rd, Holloway, Builder. Dec 5. Comp. Reg Dec 6.
Lloyd, John St Lawrence, Dalston, Broker's Clerk. Oct 31. Comp. Reg Dec 5.
Longley, Fredk Geo, Asylum-rd, Old Kent-rd, Clerk. Nov 11. Comp. Reg Dec 3.
Lyon, Bainbridge, & Frank Lyon, Milford Works, Old Kent-rd, Wholesale Perfumers. Nov 25. Asst. Reg Dec 5.
Lyons, John, Storey-lane, Gravel-lane, Houndsditch, Fishmonger. Nov 25. Comp. Reg Dec 4.
Massee, Wm, Hertford, General Dealer. Nov 9. Comp. Reg Dec 6.
McClelland, Hugh, Bilston, Stafford, Egg Dealer. Nov 30. Comp. Reg Dec 6.
Moorhouse, Isaac, Longroyd-bridge, Grocer. Nov 7. Asst. Reg Dec 4.
Payton, Edwin John, Bath, Tobacconist. Nov 8. Asst. Reg Dec 5.
Perkins, Wm, Coventry, Ribbon Manufacturer. Oct 24. Comp. Reg Dec 4.
Popplewell, Fredk, Eleanor-rd, North Hackney, Commercial Traveller. Dec 3. Comp. Reg Dec 5.
Reading, Alfred, Berwick-st, Soho, Draper. Nov 11. Asst. Reg Dec 5.
Reaveley, Wm, Stockton, Durham, Licensed Victualler. Nov 9. Asst. Reg Dec 5.
Reed, Thos, Brighton, Sussex, Bootmaker. Nov 18. Inspectorship. Reg Dec 3.
Ribton, Wm, Elm-ct, Temple, Barrister-at-Law. Nov 8. Inspectorship. Reg Dec 4.
Robb, Lewis, Long Stow, nr Kimbolton, Huntingdon, Farmer. Nov 28. Comp. Reg Dec 6.
Rodrigues, Alfred, Bath-st, Newgate-st, Stationer. Dec 3. Comp. Reg Dec 6.
Scott, Wm, Redruth, Cornwall, Travelling Draper. Nov 26. Asst. Reg Dec 3.
Sedgwick, John, Leeds, Merchant. Nov 14. Comp. Reg Dec 4.
Short, Geo, Maidstone, Kent, Hatter. Nov 9. Asst. Reg Dec 5.
Slagg, Joseph, Eleanor-rd, North Hackney, Commercial Traveller. Nov 12. Comp. Reg Dec 4.
Snapper, Michael, Church-st, Spitalfields, Hosier. Nov 27. Comp. Reg Dec 4.
Swift, Thos, Blackpool, Lancaster, Hotel Keeper. Nov 11. Comp Reg Dec 6.
Swinnerton, Eliza, Blakelow Farm, Stafford, Widow. Nov 13. Comp. Reg Dec 4.
Taylor, Reuben, Exeter, Innkeeper and Painter. Nov 9. Asst. Reg Dec 5.

Taylor, Fredk, Bristol, Comm Agent. Nov 5. Comp. Reg Dec 3.
Thornborrow, John, Bowners, Westmoreland, Upholsterer. Nov 20. Comp. Reg Dec 5.
Thornton, John Hirst, Bradford, York, Cabinet Maker. Nov 8. Asst. Reg Dec 6.
Trotter, Edwd Austin, Coleford, Gloucester, Draper. Nov 13. Asst. Reg Dec 5.
Turner, John, Pontefract, York, Joiner. Nov 11. Asst. Reg Dec 4.
Wandsworth, Saml, King-st, Woolwich, Commercial Traveller. Nov 6. Asst. Reg Dec 2.
Waghorn, Danl Edwd, Grimsby, Lincoln, Smack-owner. Dec 3. Comp. Reg Dec 4.
Ward, Arthur, Worthing, Sussex, Broker and Furniture Dealer. Nov 26. Comp. Reg Dec 4.
West, Thos, King's-rd, Chelsea, Furniture Broker. Nov 8. Comp. Reg Dec 3.
Williams, Edwd, Ketley, Wellington, Salop, Innkeeper. Nov 21 Comp. Reg Dec 5.

TUESDAY, Dec. 10, 1867.

Atkinson, Thos, Stockton, Durham, Joiner. Nov 14. Comp. Reg Dec 9.
Atkinson, Saml, Boston, Lincoln, Slater. Nov 9. Asst. Reg Dec 6.
Ball, Hy Ezra, George-yard, Lombard-st, Agent. Dec 7. Comp. Reg Dec 10.
Barrett, Richd, Gravesend, out of business. Nov 9. Comp. Reg Dec 7.
Barter, Benj, Wolverton, Buckingham, Miller. Nov 15. Asst. Reg Dec 9.
Bartlett, John, New Town, Deptford, Grocer. Nov 21. Comp. Reg Dec 4.
Batley, Richd, Clock House-pl, Battersea, Land Agent. Dec 6. Comp. Reg Dec 9.
Beynon, David, Pembrobe Dock, Pembroke, Mariner. Dec 2. Comp. Reg Dec 10.
Binns, Hy, Sowerby-bridge, York, Boot Maker. Nov 16. Asst. Reg Dec 7.
Blake, Andrew, Euston-st, Euston-sq, Comm Agent. Dec 6. Comp. Reg Dec 7.
Bond, Edwd, Birm, Brick Maker. Nov 20. Comp. Reg Dec 10.
Bowen, Robt David, Burnley, Lancaster, Tea Dealer. Nov 13. Asst. Reg Dec 9.
Bownes, Edwd, Mansfield, Nottingham, Malster. Dec 6. Asst. Reg Dec 10.
Brinton, Alfred, Kidderminster, Worcester, Carpet Manufacturer. Oct 26. Comp. Reg Dec 6.
Buckle, Hy, Leeds, Shopkeeper. Nov 29. Asst. Reg Dec 10.
Chrismas, Robt, Winchester, Draper. Nov 8. Comp. Reg Dec 6.
Cooke, Hy, Gresham-st, Wholesale Hatter. Nov 27. Asst. Reg Dec 9.
Corneby, Geo, Saxlingham, Nethergalte, Norfolk, Farmer. Nov 21. Asst. Reg Dec 10.
Creighton, John, Albert-grove, Peckham, Law Clerk. Dec 9. Comp. Reg Dec 9,
Cumbe, Wm, jun, Devonport, Butcher, Nov 21. Asst. Reg Dec 6.
Curtis, Thos Hy, Brighton, Sussex, Grocer. Nov 21. Asst. Reg Dec 10.
Dean, Chas, Lpool, Cotton Broker. Dec 7. Asst. Reg Dec 20.
Fear, Frank, Aberystwith, Cardigan, Fishmonger. Nov 12. Comp. Reg Dec 7.
Gardner, Peter Jones, & John Irvine, Lpool, Hardwood Merchants. Nov 11. Asst. Reg Dec 7.
Gearns, Jas, Camden-rd, Holloway, Auctioneer's Clerk. Dec 6. Comp. Reg Dec 9.
Gretton, Jas, jun, Birm, Hair and Lath Dealer. Nov 23. Comp. Reg Dec 7.
Gunn, Alex Hamilton, Hamilton-house, Upper Norwood, Insurance Agent. Dec 7. Asst. Reg Dec 9.
Haines, Alfred, Stoke-upon-Trent, Stafford, Boot Manufacturer. Dec 5. Comp. Reg Dec 9.
Hart, Joseph, London-st, Paddington, out of business. Dec 3. Comp. Reg Dec 10.
Henley, Hy. Blue Anchor-rd, Bermondsey, Baker. Oct 28. Comp. Red Nov 22.
Hillstead, Wm John, Blackman-st, Wholesale Tobacco Manufacturer, Dec 2. Asst. Reg Dec 10.
Hindle, Cornelius, Accrington, Lancaster, Publican. Nov 16. Comp. Reg Dec 10.
How, Wm, Northam, Devon, Cordwainer. Dec 3. Comp. Reg Dec 10.
Jackson, Chas, Store-st, Russell-sq, Piano Manufacturer. Dec 7. Comp. Reg Dec 9.
Johnston, Wm, Stalybridge, Lancaster, Grocer. Nov 28. Asst, Reg Dec 6.
Kerr, Danl, Birm, Surgeon. Dec 4. Comp Reg Dec 10.
Kerridge, Geo Fredk, Strand, out of business. Nov 14. Comp. Reg Dec 10.
Langley, Joseph, Middlesbrough, York, Merchant Tailor. Nov 26. Comp. Reg Dec 9.
Lees, Wm Hy, Lincoln, Ironmonger. Nov 25. Comp. Reg Dec 7.
Lloyd, Joseph, Lpool, Baker. Nov 13. Asst. Reg Dec 7.
Lumley, Wm Brownrigg, Kildare-gardens, Bayswater, Gent. Dec 9, Comp. Reg Dec 10.
Mackenzie, Murdo, Lpool, Draper. Nov 12. Asst. Reg Dec 7.
Mann, Thos Hy, Charlotte-st, Portland-pl, Metal Worker. Nov 12. Comp. Reg Dec 7.
Mason, Frank Goodwin, Birm, Coal Dealer. Nov 23. Comp. Reg Dec 9.
Melville, Jas, & Jas Hampson, Manch, Table Cover Manufacturers. Nov 11. Asst. Reg Dec 6.
Moram, John, Lpool, Provision Dealer. Nov 29. Comp. Reg Dec 7.
Normanton, John, Halifax, York, Hatter. Nov 27. Asst. Reg Dec 9.
North, John Fredk, New Wiscton, Nottingham, Cottager. Nov 14. Asst. Reg Dec 10.
Northcott, Richd, Lamerton, Devon, Bootmaker. Nov 15. Comp. Reg Dec 9.
Oddy, Saml, & Edwd Oldfield, Salford, Lancaster, Mule Makers. Nov 16. Inspectorship. Reg Dec 10.
Palmer, Theophilus, Chew Stoke, Somerset, Miller. Nov 14. Asst. Reg Dec 9.
Pettitt, Richd, Essex-rd, Islington, Cheesemonger. Dec 2. Comp. Reg Dec 9.
Pitt, Wm Linley, Sheffield, Cutlery Dealer. Nov 28. Asst. Reg Dec 10.
Plumtree, Wm, Louth, Lincoln, Photographer. Nov 14. Asst. Reg Dec 7.
Pratt, Sarah, Manchester-ter, Islington, Baker. Dec 2. Comp. Reg Dec 6.
Rock, John Boyle, Pilton, Devon, Manure Merchant. Nov 9. Asst. Reg Dec 6.
Shaw, Hy, Earlsheaton, York, Rag Merchant. Nov 8. Asst. Reg Dec 6.
Sieber, Albin, New-st, Dorset-sq, Watchmaker. Nov 11. Comp. Reg Dec 7.
Simmons, Wm Edwd, Redditch, Worcester, Attorney. Dec 3. Comp. Reg Dec 7.
Smith, John, Junction-mews, Paddington, Cab Proprietor. Dec 9. Comp. Reg Dec 10.
Swainson, John, jun, Preston, Lancaster, Cotton Spinner. Nov 21. Asst. Reg Dec 9.
Thacker, Matthew John, Pontefract, York, Draper. Nov 11. Asst. Reg Dec 7.
Thomas, Wm Owen, Gt College-st, Camden-town, Draper. Nov 25. Comp. Reg Dec 9.
Tremayne, Wm, Tavistock, Devon, Merchant. Nov 16. Comp. Reg Dec 7.
Tyler, Geo Townsend, Dover, Kent, Innkeeper. Nov 20. Comp. Reg Dec 9.
Wakefield, Jas, Bedminster, Bristol, Lime Burner. Dec 5. Comp. Reg Dec 9.
Warrington, Wm, Elland, York, Woollen Manufacturer. Nov 16. Asst. Reg Dec 10.
Weir, John Ward, New Cross-rd, Deptford, House Agent. Dec 7. Comp. Reg Dec 9.
Welch, Hy Moses, Ramsbottam, Lancaster, Tea Dealer. Dec 6. Comp. Reg Dec 9.
While, Hy, Netherton, Worcester, Grocer. Dec 5. Comp. Reg Dec 9.
Williams, Thos, Aberystwith, Cardigan, Innkeeper. Nov 12. Comp. Reg Dec 7.
Wilson, Joseph, Sussex-st, Pimlico, Chemist. Nov 26. Comp. Reg Dec 9.
Woodroof, Wm, Gun-st, Spitalfields, Cabinet Maker. Dec 4. Comp. Reg Dec 9.
Wright, Fras Mason, New Brompton, Kent, Paymaster R. N. Nov 12. Comp. Reg Dec 7.

Bankrupts.

FRIDAY, Dec. 6, 1867.

To Surrender in London.

Bates, Jas, East-hill, Wandsworth, Traveller to a Brewer. Pet Dec 2. Pepys. Dec 19 at 12. Lewis, Gt James-st, Bedford-row.
Bradberry, Thos, Prisoner for Debt, London. Pet Nov 30 (for pau). Murray. Dec 23 at 11. Pittman, Basinghall-st.
Cawston, Chas, Maidstone, Kent, Horse Dealer. Pet Nov 30. Jan 8 at 1. Watson, Cannon-st.
Chapple, Arthur Frank, Bramah-rd, Mostyn-rd, Brixton, Attorney's Clerk. Pet Dec 4. Murray. Dec 23 at 12. Head, Martin's-lane, Cannon-st.
Creome, Wm John, Woodford-bridge, Essex, Baker Pet Dec 2. Pepys. Dec 19 at 12. Lovell & Co, South-sq, Gray's-inn.
Driffill, Wm, jun, St John's-ter, Lewisham, Plumber. Pet Dec 2. Jan 13 at 11. Noton, Basinghall-st.
Freeman, Jas, Wellclose-sq, Wine Cooper. Pet Dec 2. Pepys. Dec 19 at 12. Popham, Basinghall-st.
Freemantle, Hy, Lower Mill, Southampton, Miller. Pet Dec 4. Jan 13 at 12. Lott, Parliament-st.
Goodliff, Richd, jun, Stowe, Northampton, Farmer. Pet Dec 3. Jan 13 at 11. Taylor, Church-row, Upper-st, Islington.
Green, Clement, Church-st, Shoreditch, Fancy Draper. Pet Dec 4. Jan 13 at 12. Wells, Basinghall-st.
Hewett, Hy, jun, Southgate-rd, Islington, Comm Agent. Pet Dec 2. Jan 8 at 2. Downing, Basinghall-st.
Kidd, Joshua, Beaufort-ter, Peckham Rye, Gas Engineer. Pet Dec 5. Pepys. Dec 19 at 2. Watson, Basinghall-st.
McEntee, Owen, Prisoner for Debt, London. Pet Nov 29 (for pau). Brougham. Jan 8 at 1. Dobie, Basinghall-st.
Miller, Wm, Prisoner for Debt, London. Pet Nov 30 (for pau). Pepys. Dec 19 at 2. George, Bishopsgate-st Within.
Mortlock, Eliza, Prisoner for Debt, London. Pet Dec 4 (for pau). Murray. Dec 23 at 1. George, Bishopsgate-st Within.
Nicholson, Jas, Acton-st, Gray's-inn-rd, Bookkeeper. Pet Dec 2. Jan 8 at 2. Lewis & Lewis, Ely-pl.
Orrin, Wm, Colchester, Essex, Builder. Pet Dec 3. Murray. Dec 23 at 12. Lewis & Co, Old Jewry.
Panter, John Edwd, Lee-pk, Blackheath, Barrister. Pet Dec 2. Pepys. Dec 19 at 1. Lewis & Co, Old Jewry.
Chastelain, Adolphe Philippe de, Netherton-house, Old Town, Clapham, Mercantile Clerk, Pet Dec 4. Pepys. Dec 19 at 2. Woolfe, King's Arms-yard, Moorgate-st.
Pluckwell, Hy Augustus, Chase Side, Southgate, Marine Store Dealer. Pet Dec 2. Pepys. Dec 19 at 12. Porter, Edmonton.
Pollock, Alex, Prisoner for Debt, London. Pet Dec 3 (for pau). Murray. Dec 23 at 12. Dobie, Basinghall-st.
Seagrave, Jas, Leadenhall-st, Comm Agent. Pet Dec 3. Jan 13 at 11. Elmalie & Co, Leadenhall-st.
Strick, Hy Holman, Stafford-st, Lisson-grove, Carpenter. Pet Dec 2. Jan 13 at 11. Marshall, Lincoln's inn-fields.
Thompson, Joseph, Prisoner for Debt, London. Pet Dec 3 (for pau). Pepys. Dec 19 at 1. Goatley, Bow-st, Covent-garden.
Thurston, John Wm, Southam-st, Kensal-rd, out of business. Pet Nov 28. Jan 8 at 12. Shaw & Co, Gray's-inn-sq.

Waldeck, Edwd, Orchard-st, Islington. Pet Dec 2. Murray. Dec 23 at 11. Popham, Basinghall-st.
Ward, Thos, Belgrave-mews, Belgrave-sq, out of business. Pet Dec 3. Pepys. Dec 19 at 1. King, Basinghall-st.
Weeden, Wm Elijah, Prisoner for Debt, London. Pet Nov 28 (for pau). Brougham. Jan 8 at 1. Debie, Basinghall-st.
Wells, Wm, Caterham, Surrey, Chemist. Pet Dec 4. Murray. Dec 23 at 12. Moss, Gracechurch-st.
Westlake, Benj, St James's-rd, Holloway, Watchmaker. Pet Dec 4. Jan 13 at 12. Mant, Gt James-st, Bedford-row.

To Surrender in the Country.

Ackers, John Wilmot, Stockport, Chester, Brewer. Pet Nov 30. Murray. Manch, Dec 17 at 12. Grundy & Coulson, Manch.
Axon, Wm, Prisoner for Debt, Lancaster. Adj Nov 14. Murray. Manch, Dec 16 at 11.
Bailley, Thos, Lpool, Butcher. Pet Dec 2. Hime. Lpool, Dec 16 at 3. Henry, Lpool.
Barnes, Richd John, Denby, Derby, Mining Engineer. Pet Dec 3. Ingle. Belper, Dec 19 at 1. Smith, Derby.
Beech, Thos, Prisoner for Debt, Stafford. Pet Nov 30. Spilsbury. Stafford, Dec 17 at 11. Stratton, Wolverhampton.
Billingham, Saml, Dudley, Worcester, Chainmaker. Pet Dec 3. Walker. Dudley, Dec 17 at 12. Addison, Brierley Hill.
Brittle, John, Nottingham, out of business. Pet Dec 2. Patchitt. Nottingham, Dec 24 at 10.30. Cowley, Nottingham.
Butterfield, Jesse, Bradford, York, Pork Butcher. Pet Dec 2. Bradford, Dec 17 at 9.45. Green, Bradford.
Carpenter, Hy, Hastings, Warehouseman. Pet Dec 2. Young. Hastings, Dec 21 at 11. Philbrick, Hastings.
Chadwick, Wm, Loughborough, Leicester. Beerhouse Keeper. Pet Dec 3. Brock. Loughborough, Dec 18 at 10. Deane, Loughborough.
Chapman, John, Withersdale, Suffolk, Innkeeper. Pet Dec 3. Lyus. Harleston, Dec 18 at 11. Cream, Eye.
Clough, John, Prisoner for Debt, Lancaster. Adj Nov 14. Hulton. Salford, Dec 21 at 9.30.
Cole, Jas, sen, & Jas Cole, jun, Coventry, Warwick, Weavers. Pet Nov 26. Hill. Birm, Dec 18 at 12. Reece & Harris, Birm.
Cutts, Jas, New Brinsley, Nottingham, Collier. Adj Nov 19. Patchitt. Nottingham, Dec 24 at 10.30.
Dalby, Joseph, Orford, Suffolk, Pork Butcher. Pet Nov 28. Woodbridge, Dec 16 at 3. Pollard, Ipswich.
Davies, Thos, Cwmbach, Aberdare, Quarryman. Pet Nov 27. Rees. Aberdare, Dec 17 at 11. Linton, Aberdare.
Davlin, Edward, Darlington, Durham, Coach Builder. Pet Dec 2. Bowes. Darlington, Dec 18 at 10. Webster, Darlington.
Fland, John Hugh, Cheadle, Chester, Elastic Web Merchant. Pet Nov 23 (for pau). Dunn. Lancaster, Dec 20 at 12. Johnson & Tilly, Lancaster.
Evans, Hy, Pembroke Dock, Pembroke, Mason. Pet Dec 2. Lanning. Pembroke, Dec 20 at 10. Hulme, Pembroke.
Finney, Benj, Huddersfield, York, Ale Merchant. Pet Nov 19. Jones. Huddersfield, Dec 23 at 10.
Giles, Robt, Hartputy, Gloucester, Innkeeper. Pet Dec 3. Wilde. Bristol, Dec 18 at 11. Cook, Gloucester.
Graeme, Malcolm, Orrell, nr Lpool, Agent. Pet Nov 23 (for pau). Dunn. Lancaster, Dec 20 at 12. Johnson & Tilly, Lancaster.
Green, Mark, Awsworth, Nottingham, Collier. Pet Dec 2. Ingle. Belper, Dec 19 at 1. Smith, Derby.
Gregory, Dove, Belper, Derby, Beerhouse Keeper. Pet Nov 30. Ingle. Belper, Dec 19 at 12. Smith, Derby.
Halstad, Hy, Oldham, Lancaster, Comm Agent. Pet Nov 23 (for pau). Dunn. Lancaster, Dec 20 at 12. Johnson & Tilly, Lancaster.
Harris, Thos, Acock's-green, Worcester, Grocer. Pet Dec 4. Hill. Birm, Dec 18 at 12. Parry, Birm.
Hayes, Geo, Worcester, Hatter. Pet Dec 2. Crisp. Worcester, Dec 17 at 11. Devereux, Worcester.
Heywood, Danl, Southwell, Nottingham, Lay Vicar. Pet Dec 2. Newton. Newark, Dec 20 at 10. Gibson, Nottingham.
Hitchcock, Goliath, Ilkeston, Derby, Stonemason. Pet Nov 30. Ingle. Belper, Dec 19 at 12. Briggs & Cranch, Nottingham.
Hickson, Hy, Sheffield, Painter. Pet Dec 2. Wake. Sheffield, Dec 19 at 1. Unwin, Sheffield.
Hollingworth, Walter, Ripley, Derby, Wheelwright. Pet Dec 2. Ingle. Belper. Dec 19 at 1. Smith, Derby.
Lorimer, Wm, Manch, Draper. Pet Nov 27. Murray. Manch, Dec 17 at 11. Aston, Manch.
Makinson, Jas, Lpool, Baker. Pet Dec 4. Lpool, Dec 19 at 11. Bellringer, Lpool.
Martin, Joseph, Lpool, Contractor. Pet Dec 4. Hime. Lpool, Dec 17 at 3. Barker, Lpool.
Mee, Hy, Woolton, Lancaster, Nurseryman. Pet Nov 25 (for pau). Dunn. Lancaster, Dec 20 at 12. Johnson & Tilly, Lancaster.
Metcalf, John, jun, Sunderland, out of business. Pet Dec 3. Marshall. Sunderland, Dec 24 at 12. Haswell, Sunderland.
Metcalfe, Wm, Oswaldtwistle, Lancaster, out of business. Pet Dec 2. Bolton. Blackburn, Dec 23 at 1. Backhouse, Blackburn.
Parsons, Wm, Birm, Journeyman Jeweller. Pet Dec 4. Hill. Birm, Dec 18 at 12. Hodgson & Son, Birm.
Pemberton, Harry Landhurst, Lpool, Law Clerk. Pet Nov 19 (for pau). Dunn. Lancaster, Dec 20 at 12. Johnson & Tilly, Lancaster.
Pillar, Chas Hockley, Gt Yarmouth, Fish Curer. Pet Nov 29. Chamberlain. Gt Yarmouth, Dec 20 at 12. Costerton, Gt Yarmouth.
Platt, Richd, Manch, Journeyman Carter. Pet Dec 3. Kay. Manch, Dec 17 at 9.30. Farrington, Manch.
Rayner, Geo, Leicester, Boot Manufacturer. Pet Nov 25. Tudor. Birm, Dec 17 at 11. Owston, Leicester.
Richards, Mark, Awsworth, Nottingham, Collier. Pet Dec 2. Ingle. Belper, Dec 19 at 1. Smith, Derby.
Richards, Hy, Awsworth, Nottingham, Collier. Pet Dec 2. Ingle. Belper, Dec 19 at 1. Smith, Derby.
Richards, Richd, Ilkeston, Grocer. Pet Dec 2. Ingle. Belper, Dec 19 at 1. Smith, Derby.
Roberts, John, Nottingham, out of business. Pet Dec 2. Patchitt. Nottingham, Dec 24 at 10.30.
Royle, Saml, Wigan, Lancaster. Provision Dealer. Pet Dec 3. Murray. Manch, Dec 16 at 11. France, Wigan.
Saunders, Richd, Plymouth, Devon, Perfumer. Pet Dec 2. Exeter. Dec 18 at 12.30. Flioud, Exeter.
Scott, Wm Smith, James Scott, Margaret Scott, Berwick-upon-Tweed, Corn Dealers. Pet Dec 2. Hill. Birm, Dec 10 at 12. Foster, Birm.
Simpson, Edward, & Thos Beck, Leicester, Joiners. Pet Dec 3. Tudor. Birm, Dec 17 at 11. Heath, Nottingham.
Skerton, Wm, Smethwick, Stafford, Grocer. Pet Dec 3. Watson. Oldbury, Dec 16 at 11. Parry, Birm.
Stevenson, Benj, Nottingham, Tailor. Pet Dec 2. Patchitt. Nottingham, Dec 24 at 10.30. Briggs & Cranch, Nottingham.
Stranger, Geo Eaton, Nottingham, Surgeon. Pet Dec 3. Tudor. Birm, Dec 17 at 11. Maples, Nottingham.
Thompson, John, North Ormesby, York, Innkeeper. Pet Dec 4. Crosby. Stockton-on-Tees, Dec 18 at 12.30. Dobson, Middlesbrough.
Vincent, Luke, Thornford, Dorset. Carpenter. Pet Nov 29. Batten. Yeovil, Dec 20 at 12. Ellis, Sherborne.
Walsh, Gorges Richd Dallas, Cheltenham, Clerk. Pet Dec 4. Wilde. Bristol, Dec 18 at 11. Chesshyre, Cheltenham.
White, Thos, Joan's-hill, Hereford, Farmer. Pet Dec 4. Reynolds. Hereford, Dec 19 at 10. Reece, Ledbury.
Wilson, Stephen, Southampton, Fruiterer. Pet Dec 3. Thorndike. Southampton. Dec 23 at 12. Mackey, Southampton.
Worthington, John, Bolton, Lancaster, Iron Moulder. Pet Dec 3. Holden. Bolton, Dec 18 at 10. Ramwell, Bolton.
Wride, Thos, Sunniside, Hartlepool, Durham, out of business. Pet Dec 2. Child. Hartlepool, Jan 2 at 11. Bell, Hartlepool.

TUESDAY, Dec. 10, 1866.

To Surrender in London.

Abbott, Grace, Prisoner for Debt, London. Pet Dec 4 (for pau). Brougham. Jan 13 at 1. Dobie, Basinghall-st.
Adams, Chas Jarvis, Hawthorne-grove, Penge, Baker. Pet Dec 6. Murray. Dec 30 at 11. Delmar, Three King-ct, Lombard-st.
Allan, John Marr, Cornwallis-road, Hornsey-rd, Commercial Traveller. Pet Dec 6. Murray. Dec 24 at 11. Dobie, Basinghall-st.
Chatfield, Richd, Rosemary-cottages, Bishop's-rd, Croydon, Bricklayer. Pet Dec 7. Murray. Dec 24 at 11. Parry, Croydon.
Duff, Fras, Bromley-st, Commercial-rd East, Master Mariner. Pet Dec 5. Pepys. Jan 9 at 12. Dobie, Basinghall-st.
Fink, Fredk Wm, Caledonian-rd, no business. Pet Dec 5. Murray. Dec 23 at 1. Dobie, Basinghall-st.
Fitze, Wm. Park-grove, New Bromley, no occupation. Pet Dec 2. Jan 8 at 2. Kerry, Gray's-inn-sq.
Hamer, Wm, Praed-st, Paddington, Wood Turner. Pet Dec 6. Jan 13 at 1. Dobie, Basinghall-st.
Hampson, Kenrick, Mountford-rd, Comm Agent. Pet Dec 6. Jan 13 at 1. Parke, Cook's-ct, Lincoln's-inn.
Harris, John, North-row, Earl's-ct, Kensington, out of business. Pet Dec 5. Jan 13 at 12. Pullen, Cloisters, Temple.
Hart, Saml Hy, Charlotte-st, Blackfriars-rd, Silk Plush Importer. Pet Dec 2. Pepys. Jan 9 at 12. Ashurst & Co, Old Jewry.
Hollands, Thos, Ardingley, Sussex, Miller. Pet Dec 5. Murray. Dec 23 at 1. Smith & Co, Aldermanbury.
Hollis, Thos, Wandsworth, Secretary. Pet Dec 7. Murray. Dec 24 at 11. Lawrance & Co, Old Jewry-chambers.
Neale, Catherine Eliza, Albion-terrace, Somerset-road, Tottenham, Lodging-house Keeper. Pet Dec 5. Murray. Dec 23 at 1. Haycock, College-hill.
Page, Wm Bridgwater, Southampton, Seed Merchant. Pet Dec 5. Jan 13 at 1. Stocken & Jupp, Leadenhall-st.
Pedrick, Thos, Prisoner for Debt, London. Pet Dec 7 (for pau). Pepys. Jan 9 at 1. Goatley, Bow-st, Covent-garden.
Rogers, Nathaniel Grace, Russell-st, Bermondsey, out of business. Pet Nov 30. Murray. Dec 23 at 1. Jenkins, Tavistock-st, Covent-garden.
Stevenson, Isabella, New-rd, Hammersmith, Widow. Pet Dec 7. Murray. Dec 24 at 11. Mullens, Cheapside.
Stewart, Thos Fredk, Custom House-ter, Plaistow, out of business. Pet Dec 4. Pepys. Jan 9 at 1. Bastard, Philpot-lane.
Storey, John, Mason's-hill, Bromley, Master Mariner. Pet Dec 7, Pepys. Jan 9 at 1. Sadgrove & Son, Mark-lane.
Thurston, Hy, Whitton-rd, Hounslow, Beerhouse-Keeper. Pet Dec 5 Pepys. Jan 9 at 12. Harrison, Basinghall-st.
Williams, Augusta Lilly, Prisoner for Debt, London. Pet Dec 6. Pepys. Dec 23 at 11. Orchard, John-st, Bedford-row.

To Surrender in the Country.

Anderson, Robt, jun, Newcastle-upon-Tyne, Eating House-keeper. Clayton. Newcastle, Dec 23 at 10. Fenwick, Newcastle-upon-Tyne.
Ashlin, Robt. Bristol, out of business. Pet Dec 7. Harley. Bristol, Dec 20 at 12. Clifton.
Baison, Thos, Lpool, Shipping Clerk. Pet Dec 4. Hime. Lpool, Dec 20 at 3. Gray, Lpool.
Barrard, David, Cheltenham, Gloucester, Grocer. Pet Dec 5. Gale. Cheltenham, Dec 23 at 11, Chesshyre, Cheltenham.
Barrett, John, jun, Luton, Bedford, Carpenter. Pet Dec 6. Austin. Luton, Dec 24 at 10. Bailey. Luton.
Bates, Geo, Hanley, Stafford, Journeyman Potter. Pet Dec 4, Challinor. Hanley, Jan 11 at 11. Tomkinson, Burslem.
Brewster, Wm, Dover, Kent, Jeweller. Pet Dec 5. Greenhow. Dover, Dec 24 at 12. Minter, Dover.
Brookes, Geo John, Llandudno, Carnarvon, Game Dealer. Pet Dec 3. Hughes. Conway, Dec 24 at 12. Williams, Llandudno.
Cambrige, Sophia, Prisoner for Debt, Bristol. Pet Dec 4 (for pau). Harley. Bristol, Dec 20 at 12.
Clarke, John Richer, Bristol, Stockbroker. Pet Nov 28. Wilde. Bristol, Dec 20 at 11. Press & Co, Bristol.
Coates, Jas, Kingston-upon-Hull, Grocer. Pet Dec 9. Phillips. Kingston-upon-Hull, Dec 23 at 12. Jacobs, Hull.
Cook, Chas, Slough, Bucks, Coal Merchant. Pet Dec 6. Darvill. Windsor, Dec 21 at 11. Spicer. Gt Marlow.
Castle, John, Aston New Town, Warwick, Commercial Traveller. Pet Dec 6. Guest. Birm, Jan 10 at 10. Wright, Birm.
Dawson, Robt, Whitby, York, Currier. Pet Dec 5. Buchannan. Whitby, Dec 23 at 11. Wilkinson, Whitby.
Dixon, Matthew, Barrow-in-Furness, Lancaster, Tailor. Pet Dec 5. Postlethwaite. Ulverston, Dec 19 at 10. Relph, Barrow-in-Furness.

Dykes, Wm Astly Sherratt, Gilberdike, York, Surgeon. Pet Dec 6. Leeds, Jan 8 at 12. Bell & Lenk, Hull.
Edwards, Richd, Pant, Salop, Grocer. Pet Dec 5. Croxon. Oswestry, Dec 21 at 11. Minshall, Oswestry.
Ellis, Wm John Shorman, Wakefield, York, out of business. Pet Dec 3. Mason. Wakefield, Dec 21 at 11. Banks, Wakefield.
Farrar, Jas, St Helen's, Lancaster, Builder. Pet Dec 5. Lpool, Dec 23 at 11. Price, Lpool.
Frear, John, East Bridgford, Nottingham, out of business. Pet Dec 6. Patchitt. Bingham, Feb 28 at 10.30. Heath, Nottingham.
Glanville, Thos, Redruth, Cornwall, no occupation. Pet Dec 3. Peter. Redruth, Jan 7 at 11. Trevena, Redruth.
Green, John, Ilkley, York, out of business. Pet Dec 7. Leeds, Dec 23 at 11. Cariss & Tempest, Leeds.
Hall, Robt, Groves, York, Grocer. Pet Dec 6. Perkins. York, Dec 31 at 11. Mason, York.
Hamer, Edwd, Bolton, Lancaster, Mechanic. Pet Dec 5. Holden. Bolton, Dec 23 at 10. Ramwell, Bolton.
Herbert, Chas Sidney, Bristol, Carver. Pet Dec 2. Harley. Bristol, Dec 20 at 12. Benson.
Hutchinson, Jas, Lpool, Manager. Pet Dec 4. Hime. Lpool, Dec 23 at 3. Ritson, Lpool.
Hutton, Jas, Ross, Hereford, Dyer. Pet Dec 6. Collins. Ross, Dec 18 at 12. Williams, Ross.
Jackson, Richd, Lovell-lane, York, out of business. Pet Dec 3. Leeds, Jan 8 at 12. Chester, Hull.
Jones, Robt, Cilcen, Flint, Labourer. Pet Dec 6. James. Llanrwst, Dec 20 at 12. Williams, Ruthin.
Kingman, Jas, Bognor, Sussex, Pensioner. Pet Dec 4. Sewton. Chichester, Dec 24 at 11. Titchener, Chichester.
Lawrence, John Burley, Knaresbrough, York, Wine Merchant. Pet Dec 5. Gill. Knaresbrough, Dec 24 at 10. Capes, Knaresbrough.
Lofthouse, Dyas Ringrose, Cottingham, York, no occupation. Pet Dec 5. Phillips. Kingston-upon-Hull, Dec 23 at 11. Mends, Hull.
Martland, Wm, Blackburn, Lancaster, Surgeon. Pet Dec 4. Macrae. Manch, Dec 20 at 12. Storer, Manch.
Martin, Luke, Huddersfield, York, Mechanical Draughtsman. Pet Dec 3. Jones. Huddersfield, Dec 23 at 10. Dransfield, Huddersfield.
Mellor, Jas, & Robt Mellor, Oldham, Lancaster, Cotton Spinners. Pet Dec 5. Macrae. Manch, Dec 20 at 11. Elliott, Manch.
Madd, Arthur Robt, Hadleigh, Suffolk, Chemist. Pet Dec 4. Newman. Hadleigh, Dec 20 at 12. Jones, Colchester.
Lister, Saml, Gildersome, York, Cloth Manufacturer. Pet Dec 3. Leeds, Dec 23 at 11. Simpson, Leeds.
Nash, Thos Geo, Dover, Kent, out of business. Pet Dec 7. Greenhow. Dover, Dec 24 at 11. Fox, Dover.
Over, Wm, Manch, Commercial Traveller. Pet Dec 6. Macrae. Manch, Dec 20 at 12. Storer, Manch.
Pretty, Pridmore, Birm, Baker. Pet Dec 5. Hill. Birm, Dec 20 at 12. Coleman, Birm.
Robinson, Joseph, Eccleshill, York, Cloth Weaver. Pet Dec 5. Bradford, Jan 3 at 9.45. Hutchinson, Bradford.
Rolfe, Geo, Spratton, Northampton, Baker. Pet Dec 7. Dennis. Northampton, Dec 24 at 10. White, Northampton.
Roper, Chas, Swansea, Glamorgan, out of business. Pet Nov 22. Morris. Swansea, Dec 24 at 2. Smith, Swansea.
Satterthwaite, John, Dalton-in-Furness, Lancaster, Carter. Pet Dec 7. Postlethwaite. Ulverston, Dec 30 at 10. Jackson, Ulverston.
Slack, Geo, Prisoner for Debt, York. Adj Nov 15. Wake. Sheffield, Dec 23 at 1.
Suddaby, Thos, Prisoner for Debt, Hull. Adj Dec 13. Leeds, Jan at 12.
Swift, Wm, Wednesbury, Stafford, Iron Roller. Pet Dec 6. Walsall. Jan 23 at 12. Sheldon, Wednesbury.
Thomas, John, Ruabon, Denbigh, Farm Bailiff. Pet Dec 6. Edgworth. Wrexham, Dec 24 at 12. Sherratt, Wrexham.
West, Geo, Barsham, Suffolk, Farmer. Pet Dec 6. Fiske. Beccles, Dec 23 at 12. Seago, Lowestoft.
Wetherell, John, Reading, Berks, Comm Agent. Pet Dec 5. Collins. Reading, Dec 21 at 12. Smith, Reading.
Wood, Robt Percy, Cheetham-hill, nr Manch, no business. Pet Dec 6. Macrae. Manch, Dec 20 at 11. Marsland & Addleshaw, Manch.

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 6, 1867.

Jacobs, Simon, Gt Russell-st, Covent-garden, Assistant to a Fruit Salesman. Dec 4.
Kellett, John, Heaton Chapel, Lancaster, Nurseryman and Florist. Dec 4.

TUESDAY, Dec. 10, 1867.

Gardner, John Grabham, Bristol, Baker. Dec 2.
Mason, Frank Goodwin, Birm, Coal Merchant. Nov 22.